

# **City of Fayetteville, Arkansas**

*113 West Mountain Street*

*Fayetteville, AR 72701*

*(479) 575-8323*



## **City Council Tentative Agenda**

**Tuesday, March 28, 2023**

**4:30 PM**

**City Hall Room 219**

### **City Council Members**

***Council Member Sonia Harvey Ward 1***

***Council Member D'Andre Jones Ward 1***

***Council Member Sarah Moore Ward 2***

***Council Member Mike Wiederkehr Ward 2***

***Council Member Scott Berna Ward 3***

***Council Member Sarah Bunch Ward 3***

***Council Member Teresa Turk Ward 4***

***Council Member Holly Hertzberg Ward 4***

***Mayor Lioneld Jordan***

***City Attorney Kit Williams***

***City Clerk Treasurer Kara Paxton***

### Zoom Information:

- 1. WEBINAR: 880 3632 0588**  
**PUBLIC REGISTRATION LINK:**  
[HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/  
 WN\\_PVOVGSWFRLW\\_XRK3BAQHXA](https://us06web.zoom.us/join/97755402821?pwd=QkZkdjRlYUJwZWdScE9lTGZkdzF0WDZldDZkdz09) (2023-607)

## CALL TO ORDER

## ROLL CALL

## PLEDGE OF ALLEGIANCE

## MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

## CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

- ## 1. MONTHLY FINANCIAL REPORT (2023-410)

### A. CONSENT

- A.1. APPROVAL OF THE MARCH 21, 2023 CITY COUNCIL MEETING MINUTES:  
(2023-375)**

- A.2. WER NORTHWEST ARKANSAS, PLLC:**

A RESOLUTION TO APPROVE A PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT WITH WER NORTHWEST ARKANSAS, PLLC, PURSUANT TO RFQ #22-10, IN THE ESTIMATED AMOUNT OF \$39,000.00 FOR FULL ARCHITECTURAL DESIGN SERVICES RELATED TO MULTIPLE CITY FACILITIES IMPROVEMENTS (2023-506)

- A.3. ADDITIONAL FTE POSITION AND BUDGET ADJUSTMENT FOR DEPARTMENT OF ECONOMIC VITALITY:**

A RESOLUTION TO AUTHORIZE THE ADDITION OF A FULL TIME  
EQUIVALENT POSITION TO THE ECONOMIC VITALITY DEPARTMENT, AND  
TO APPROVE A BUDGET ADJUSTMENT (2023-533)

- #### A.4. STRIBLING EQUIPMENT:

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF INSPECTION AND REPAIR SERVICES FROM STRIBLING EQUIPMENT TO INSPECT AND REPAIR VARIOUS EQUIPMENT AS NEEDED THROUGH THE END OF 2023 (2023-535)



**A.5. WILLIAMS TRACTOR, INC:**

A RESOLUTION TO APPROVE THE PURCHASE OF A BOBCAT S64 SKID STEER FROM WILLIAMS TRACTOR, INC. IN THE AMOUNT OF \$53,036.30, PLUS ANY APPLICABLE SALES TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-537)

**A.6. DOWNEASTER MANUFACTURING:**

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE IN THE AMOUNT OF \$41,043.72 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, FOR THE PURCHASE OF FOUR SALT SPREADERS FROM DOWNEASTER MANUFACTURING FOR USE BY THE TRANSPORTATION DEPARTMENT (2023-538)

**A.7. ARKANSAS MUNICIPAL EQUIPMENT:**

A RESOLUTION TO ACCEPT A QUOTE IN THE AMOUNT OF \$628,709.11 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FROM ARKANSAS MUNICIPAL EQUIPMENT FOR THE PURCHASE OF ONE PETERBILT REFUSE TRUCK AND ONE FREIGHTLINER REFUSE TRUCK, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2023-539)

**A.8. CONTRACT AMENDMENT DFI TECHNOLOGIES:**

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH DFI TECHNOLOGIES, INC. TO PROVIDE FOR THE PURCHASE AND WAREHOUSING OF ENVELOPES IN AN AMOUNT NOT TO EXCEED \$42,037.00 IN 2023 (2023-543)

**A.9. CONTRACT AMENDMENT GTS, INC:**

A RESOLUTION TO APPROVE AMENDMENT 1 TO THE CONTRACT WITH GTS, INC. IN THE AMOUNT OF \$59,406.31 TO PROVIDE FOR ADDITIONAL MATERIALS TESTING SERVICES FOR THE REPLACEMENT PARKING DECK, AND TO APPROVE A BUDGET ADJUSTMENT- 2019 CULTURAL ARTS CORRIDOR BOND PROJECT (2023-544)

**A.10. ARKANSAS HISTORIC PRESERVATION PROGRAM (AHPP) GRANT:**

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A GRANT AGREEMENT ACCEPTING A CERTIFIED LOCAL GOVERNMENT GRANT THROUGH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$20,370.00 FOR THE PREPARATION OF A HISTORIC CONTEXT STATEMENT FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS, AND TO APPROVE A BUDGET ADJUSTMENT (2023-550)

**A.11. CREAMER PILOT SERVICES, LLC LEASE AGREEMENT**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH CREAMER PILOT SERVICES, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AND CORPORATE HANGAR SPACE AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$5,411.60 PER MONTH (2023-547)

**A.12. 2023 MS4 EDUCATION AGREEMENT**

A RESOLUTION TO APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,812.00 FOR A STORMWATER EDUCATION PROGRAM FOR 2023 TO SATISFY PORTIONS OF THE NPDES PHASE II STORMWATER PERMIT REQUIREMENTS (2023-509)

**B. UNFINISHED BUSINESS****B.1. RZN 23-002: (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-002 LOCATED SOUTHEAST OF NORTH GREGG AVENUE AND WEST ELM STREET IN WARD 2 FOR APPROXIMATELY 1.71 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN, SUBJECT TO A BILL OF ASSURANCE (2023-450)

AT THE MARCH 7, 2023 CITY COUNCIL MEETING, THIS ORDINANCE WAS LEFT ON THE FIRST READING.

AT THE MARCH 21, 2023 CITY COUNCIL MEETING, THIS ORDINANCE WAS AMENDED TO ADD A BILL OF ASSURANCE AND LEFT ON THE SECOND READING.

**B.2. RZN 23-004 (2910 N. OLD WIRE RD. / VAN SCYOC, 255):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-004 LOCATED AT 2910 NORTH OLD WIRE ROAD IN WARD 3 FOR APPROXIMATELY 14.70 ACRES FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE AND R-A, RESIDENTIAL AGRICULTURE TO R-A, RESIDENTIAL AGRICULTURE AND NC, NEIGHBORHOOD CONSERVATION (2023-502)

AT THE MARCH 21, 2023 CITY COUNCIL MEETING, THIS ORDINANCE WAS LEFT ON THE FIRST READING.

**C. NEW BUSINESS****C.1. ACCEPTANCE OF GRANT FROM HUD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$512,642.00 FOR THE HOME INVESTMENT PARTNERSHIPS PROGRAM, TO APPROVE A CITY MATCH IN THE AMOUNT OF \$237,358.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-606)

**C.2. RZN-2023-0006: REZONING (920 S. WOOD AVE./MAHONEY, 563)**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-006 LOCATED AT 920 SOUTH WOOD AVENUE IN WARD 1 FOR APPROXIMATELY 0.48 ACRES FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2023-548)

**C.3. RZN-2023-0005: REZONING (514 S WILLOW AVE./ COLLINS, 524)**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-005 LOCATED AT 514 SOUTH WILLOW AVENUE IN WARD 1 FOR APPROXIMATELY 0.25 ACRES FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2023-575)

**PROPOSED AGENDA ADDITIONS****D. CITY COUNCIL AGENDA SESSION PRESENTATIONS****D.1. SALES TAX REPORT, PAUL BECKER AND ENERGY REPORT, PETER NIERENGARTEN (2023-409)****D.2. STORMWATER FUNDING STUDY HISTORY (2023-408)****E. CITY COUNCIL TOUR****F. ANNOUNCEMENTS****G. ADJOURNMENT**



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Waylon Abernathy, Bond Projects & Construction Dir  
Paul Becker, Chief Financial Officer  
**FROM:** Quin Thompson, Facilities & Bldg Maint Manager  
**DATE:** March 6, 2023  
**SUBJECT:** **Approval of a contract for architectural design services**

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**RECOMMENDATION:**

Staff recommends approval of a contract with WER Northwest Arkansas, PLLC for full architectural design services including design, construction documents, bidding and negotiation, and construction administration services for the full period of construction on roofs of multiple City facilities. Design fees shall be 6.5% of the construction cost, paid to **WER on a per project basis, with overall project cost** estimated at \$600,000.00 and a total cost of design limited to \$39,000.

**BACKGROUND:**

While reviewing the condition of City facilities, Staff identified needed improvements to the roofs in several buildings.

**DISCUSSION:**

Buildings requiring roof maintenance and replacement include:

- City Hall and the current Police Headquarters, whose roofs are approaching the end of their functional lifespan and require replacement.
- Recycling and Solid Waste Transfer Station and Fayetteville Town Center, whose roofs need to be prepared for the addition of solar panels.
- Water & Sewer Operations Center, where multiple leaks need to be addressed.

**BUDGET/STAFF IMPACT:**

This project is funded by Sales Tax Capital Improvement funds.

**ATTACHMENTS:** 2023-506 SRF WER Architects - roofs x 5, RFQ 22-10 WER signed



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-506**

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### **Approval of a contract for architectural design services**

A RESOLUTION TO APPROVE A PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT WITH WER NORTHWEST ARKANSAS, PLLC, PURSUANT TO RFQ #22-10, IN THE ESTIMATED AMOUNT OF \$39,000.00 FOR FULL ARCHITECTURAL DESIGN SERVICES RELATED TO MULTIPLE CITY FACILITIES IMPROVEMENTS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a professional architectural services agreement with WER Northwest Arkansas, PLLC, pursuant to RFQ #22-10, in the estimated amount of \$39,000.00 for full architectural design services related to multiple city facilities improvements.

# City of Fayetteville Staff Review Form

**2023-506**

**Item ID**

**3/21/2023**

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

Quin Thompson

3/2/2023

FACILITIES MANAGEMENT (140)

**Submitted By**

**Submitted Date**

**Division / Department**

## Action Recommendation:

Staff recommends approval of a contract with WER Northwest Arkansas, PLLC for full architectural design services including design, construction documents, bidding and negotiation, and construction administration services for the full period of construction on roofs of multiple City facilities. Design fees shall be 6.5% of the construction cost, paid to WER on a per project basis, with overall project cost estimated at \$600,000.00 and a total cost of design limited to \$39,000.

## Budget Impact:

4470.140.8900-5315.00

Sales Tax Capital Improvements

Account Number

Fund

02046.1

Building Improvements

Project Number

Project Title

**Budgeted Item?** Yes

Total Amended Budget

\$ 1,010,630.00

Expenses (Actual+Encum)

\$ 53,774.45

Available Budget

**\$ 956,855.55**

**Does item have a direct cost?** Yes

Item Cost

\$ 39,000.00

**Is a Budget Adjustment attached?** No

Budget Adjustment

\$ -

Remaining Budget

**\$ 917,855.55**

V20221130

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:** The Item Cost amount listed is an estimate. Item cost will be calculated on a percentage of construction costs.

**CONTRACT AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE REPAIR AND REPLACEMENT  
OF ROOFING FOR CERTAIN CITY OF FAYETTEVILLE BUILDINGS**  
**Vendor: WER Architects**

THIS AGREEMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Fayetteville acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and WER Northwest Arkansas, PLLC (hereinafter called ARCHITECT or WER).

CITY OF FAYETTEVILLE from time to time requires professional ARCHITECTURAL and Engineering services in connection with the evaluation, design, construction drawings, bidding, and/or construction observation of capital improvement projects. Therefore, City and WER in consideration of their mutual covenants agree as follows:

WER shall serve as the professional architectural consultant to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed architect registered in the State of Arkansas and qualified in the particular field.

**1. Contracted parties:**

- a. This agreement shall be binding between all parties. Fees for architectural services shall be provided as identified in appendices.

**2. Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:

- i. Appendix A: Scope of Services
- ii. Appendix B: WER Design Fee and Project Timeline
- iii. Appendix C: RFQ 22-01, Engineering and Architectural Services
- iv. Appendix D: WER's Response to RFQ 22-01
- v. Appendix E: WER current Certificate of Insurance

- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and WER.

**3. Notices:** Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. WER: Attention: John Langham, 112 West Center Street, Suite 410, Fayetteville, AR 72701

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

- a. Fees of 6.5% of construction cost shall be paid to WER on a per project basis with estimated total cost of \$600,000.00, as described in Appendix B.
  - i. Reimbursable Items (as defined in Appendix A and B)
- b. WER shall track, log and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage for work completed as defined by Appendix B.
- c. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY, the undisputed portion shall be paid. CITY OF

FAYETTEVILLE shall advise WER in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.

- d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with WER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by WER's and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.
  - e. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, WER 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 WER to be set forth therein.
    - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against WER or sureties under this Agreement.
5. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
  6. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
  7. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
  8. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the architect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
  9. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
  10. **Omissions by the Architect:** If WER fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, WER will not receive a fee for work associated with the Change Order.
  11. **Insurance:** WER shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, WER shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, WER shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.
    - a. WER shall provide to the City certificates as evidence of the specified insurance presented in Appendix E within ten (10) calendar days of the date of this agreement and upon each renewal coverage. The City shall be listed as additional insured entity.



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

12. **Professional Responsibility:** WER will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to WER any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so WER 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 WER.

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

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of WER:

- i. Provide full information as to the requirements for the Project.
- ii. Assist WER by placing at WER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- iii. Assist WER in obtaining access to property reasonably necessary for WER to perform its services under this Agreement.
- iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by WER and render in writing decisions pertaining thereto.
- v. Review all documents and provide written comments to WER in a timely manner.
- vi. The City of Fayetteville Facilities Director is the project representative with respect to the services to be performed under this Agreement. The Facilities Director shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

14. **Cost Opinions and Projections:** Cost opinions and projections prepared by the WER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on WER's experience, qualifications, and judgment as a design professional. Since WER 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, WER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by WER.

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

- a. 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. WER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as an Appendix.

## 16. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
  - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
  - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that WER is given:
  - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
  - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
  - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
  - ii. Any payment due to WER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of WER's default.
- d. If termination for default is effected by WER, 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 WER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by WER relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action, WER shall:
  - i. Promptly discontinue all affected work (unless the notice directs otherwise),
  - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by WER in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of WER to fulfill contractual obligations, it is determined that WER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

## 17. Delays

- a. In the event the services of WER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond WER's reasonable control, WER shall be entitled to additional compensation and time for reasonable documented costs actually incurred by WER in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by WER, City shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The City does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages,

whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

#### 18. Rights and Benefits

- a. WER's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

#### 19. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and WER 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 WER in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
  - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
  - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give WER written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
  - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and WER 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 B WER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

20. Sufficient Funds: The CITY represents it has have sufficient funds or the means of obtaining funds to remit payment to WER for services rendered by WER.

#### 21. Publications:

- a. Recognizing the importance of professional development on the part of WER's employees and the importance of WER's public relations, WER may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to WER'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 WER, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of WER's activities pertaining to any such publication shall be for B WER's account.

**22. Indemnification:**

- a. WER agrees to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and 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 WER, or their employees, agents, Subcontractors, sub consultant and Suppliers of the WER.

**23. Ownership of Documents:**

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. WER may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by WER as part of the Services shall become the property of CITY OF FAYETTEVILLE when WER has been compensated for all Services rendered, provided, however, that WER shall have an unrestricted perpetual license right to their use. WER 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 WER.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. WER 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.

**24. Additional Responsibilities of WER:**

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve WER of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. WER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by WER's negligent performance, except beyond the WER normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. WER's obligations under this clause are in addition to WER'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 WER for faulty materials, equipment, or work.
- d. Deliverables for Record Documents or "as-builts" shall be defined as the following. WER will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by WER through the course of the Work. Field revisions as supplied by the CMAR to WER at close out shall be included as part of WER's "As-Builts". WER will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

**25. Audit and Access to Records:**

- a. WER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. WER shall also maintain the financial information and data used by WER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. WER will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
  - i. Negotiated prime agreements:
  - ii. Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
  - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
    1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of WER;
    2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
    3. If the sub agreement is terminated for default or for convenience.

**26. Covenant Against Contingent Fees:**

- a. WER 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 WER 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.

**27. Gratuities:**

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that WER or any of WER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this

Agreement, CITY OF FAYETTEVILLE may, by written notice to WER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

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

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

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

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

CITY OF FAYETTEVILLE, ARKANSAS

WER Northwest Arkansas, PLLC

By: \_\_\_\_\_  
LIONELD JORDAN, MAYOR

By:  \_\_\_\_\_  
JOHN LANGHAM, PRINCIPAL

ATTEST:

By: \_\_\_\_\_  
Kara Paxton, City Clerk

Date Signed: \_\_\_\_\_

Date Signed: 3/3/2023

END OF AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Susan Norton, Chief of Staff  
**FROM:** Devin Howland, Director of Economic Vitality  
**DATE:** March 13, 2023  
**SUBJECT:** **A RESOLUTION AUTHORIZING THE DEPARTMENT OF ECONOMIC VITALITY TO HIRE ONE ADDITIONAL FULL-TIME EMPLOYEE AND TO APPROVE A BUDGET ADJUSTMENT.**

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**RECOMMENDATION:**

Staff is recommending approval of a resolution authorizing one additional full-time employee within the Department of Economic Vitality and approval of a budget adjustment.

**BACKGROUND:**

For many years, the City's economic development efforts were conducted exclusively through contracts with external entities. In 2016, following the adoption of the Fayetteville First Economic Development Plan, this trend changed when the Department of Economic Vitality was created to implement the plan and manage the City's two economic development contracts.

An early goal of the Department was to bring a proactive approach to the practice of economic development in Fayetteville. Sales tax generating businesses, such as retail trade and restaurants and food services make up 70% of the total sales tax revenue the City receives. For some time, the City missed out on numerous restaurants and retailers that entered the region, not having a targeted approach to securing these types of investments. In 2019, the Department increased its headcount to two, bringing in a Business Development Manager to focus exclusively on securing revenue-generating businesses. The results of this focus can be seen throughout Fayetteville through investments like Walk On's, Long Horn Steak House, Cheuy's, and redevelopment projects such as The Claude apartments south of the Northwest Arkansas Mall are examples of successful projects tied to the work of this position. Additionally, programs such as parklets and the City's numerous Outdoor Refreshment Areas have expanded taxable sales.

**DISCUSSION:**

To meet a series of complex economic needs currently facing Fayetteville, the Department of Economic Vitality has been restructuring the City's economic development efforts in order to increase operational efficiencies and make the tax payer dollars which fund its work go further. The intent of these efforts is to provide a significant expansion of services without a budget increase. This can be accomplished with an additional full-time employee using half of the dollars that were dedicated to the Business Retention and Expansion Economic Development consulting contract.

The duties formerly executed under the Business Retention and Expansion Economic Development Consulting

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)



Contract are being managed internally by Chung Tan, who was recently promoted to Director of Industry and Employer relations. Further, in the succeeding years since the Department of Economic Vitality was created, the City went from zero to over thirty years of internal economic development capacity, with its staff members holding the highest professional designations in the industry:

- Certified Economic Developer (CEcD)
- Economic Development Finance Professional (EDFP)

Absorbing these duties internally provides the opportunity to add an additional position that will focus exclusively on equitable and inclusive economic development efforts that are critically important to our residents; childcare facilities, inclusive workforce development for populations who face barriers, and attainable housing.

Staff is proposing to hire an Economic Equity and Mobility Project Manager that will provide a full-time focus on the following areas:

- Adding childcare facilities throughout Fayetteville;
- Targeted recruitment of essential business services to areas with the greatest need;
- Expansion of job skill training programs for residents who face barriers to employment, such as Department of Labor Apprenticeship Programs;
- Providing technical assistance and support to the Director with workforce and attainable housing efforts.

Lastly, a large portion of these funds have been placed in professional services for implementation of the City's next Economic Vitality Master Plan.

**BUDGET/STAFF IMPACT:**

Budget adjustment attached.

**ATTACHMENTS:** 2023-533 SRF Econ Dev FTE, 2023-533 BA Econ Dev FTE, Distribution of duties

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-533**

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**A RESOLUTION AUTHORIZING THE DEPARTMENT OF ECONOMIC VITALITY TO HIRE ONE ADDITIONAL FULL-TIME EMPLOYEE AND TO APPROVE A BUDGET ADJUSTMENT.**

A RESOLUTION TO AUTHORIZE THE ADDITION OF A FULL TIME EQUIVALENT POSITION TO THE ECONOMIC VITALITY DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

**WHEREAS**, to meet a series of complex economic needs currently facing Fayetteville, the Department of Economic Vitality has been restructuring the City's economic development efforts in order to increase operational efficiencies and make taxpayer dollars have a greater impact; and

**WHEREAS**, adding an additional position will allow the Department of Economic Vitality to have an employee who focuses on equitable and inclusive economic development efforts that are critically important to Fayetteville residents including childcare, inclusive workforce development for populations who face barriers, and attainable housing.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an increase of one full time equivalent position of Economic Equity and Mobility Project Manager within the Department of Economic Vitality.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-533

Item ID

4/4/2023

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

Devin Howland

3/7/2023

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff is recommending approval of a resolution authorizing one additional full-time employee within the Department of Economic Vitality and approval of a budget adjustment.

Budget Impact:

1010.050.0500-5XXX.XX

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 632,695.00

Expenses (Actual+Encum)

\$ 202,507.24

Available Budget

\$ 430,187.76

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 430,187.76

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

# City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

|                                |                                                                                         |                          |
|--------------------------------|-----------------------------------------------------------------------------------------|--------------------------|
| <b>Budget Year</b><br><br>2023 | <b>Division /Org2</b> ECONOMIC DEVELOPMENT (050)<br><br><b>Requestor:</b> Devin Howland | <b>Adjustment Number</b> |
|--------------------------------|-----------------------------------------------------------------------------------------|--------------------------|

## BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

This Budget Adjustment redistributes \$180,000 in funding from contract services to a range of other accounts to accommodate the addition of 1 full-time-employee within the Department of Economic Vitality to focus on economic equity and mobility initiatives. Additionally, a large portion of funds (\$68,000) are being placed within professional services and will be reserved for implementing the City's next Economic Vitality Master Plan.

|                      |                         |                           |
|----------------------|-------------------------|---------------------------|
| RESOLUTION/ORDINANCE | COUNCIL DATE:           | 4/4/2023                  |
|                      | ITEM ID#:               | 2023-533                  |
|                      | <i>Holly Black</i>      |                           |
|                      | <i>3/7/2023 2:47 PM</i> |                           |
|                      | Budget Division         | Date                      |
|                      | TYPE:                   | <b>D - (City Council)</b> |
|                      | JOURNAL #:              |                           |
|                      | GLDATE:                 |                           |
|                      | CHKD/POSTED:            | /                         |

| TOTAL                 | -                     | -       | v.2023223    |          |    |                              |
|-----------------------|-----------------------|---------|--------------|----------|----|------------------------------|
| Account Number        | Increase / (Decrease) |         | Project.Sub# |          | AT | Account Name                 |
|                       | Expense               | Revenue | Project      | Sub.Detl |    |                              |
| 1010.050.0500-5315.00 | (180,000)             | -       |              |          | EX | Contract Services            |
| 1010.050.0500-5100.00 | 49,461                | -       |              |          | EX | Salaries/Wages - FT, Regular |
| 1010.050.0500-5105.00 | 3,067                 | -       |              |          | EX | Payroll Taxes - FICA         |
| 1010.050.0500-5105.01 | 718                   | -       |              |          | EX | Payroll Taxes - Medicare     |
| 1010.050.0500-5108.00 | 8,400                 | -       |              |          | EX | Emp Insurance - Health       |
| 1010.050.0500-5108.01 | 164                   | -       |              |          | EX | Emp Insurance - LTD          |
| 1010.050.0500-5108.02 | 6                     | -       |              |          | EX | Emp Insurance - ADD          |
| 1010.050.0500-5108.03 | 171                   | -       |              |          | EX | Emp Insurance - Life         |
| 1010.050.0500-5200.00 | 1,000                 | -       |              |          | EX | Supplies - Office/Printing   |
| 1010.050.0500-5200.01 | 500                   | -       |              |          | EX | Supplies - Copies/Lease      |
| 1010.050.0500-5303.00 | 1,265                 | -       |              |          | EX | Publications & Dues          |
| 1010.050.0500-5210.00 | 24,500                | -       |              |          | EX | Minor Equipment              |
| 1010.050.0500-5314.00 | 68,828                | -       |              |          | EX | Professional Services        |
| 1010.050.0500-5309.02 | 18,000                | -       |              |          | EX | Lease - Software             |
| 1010.050.0500-5342.00 | 3,920                 | -       |              |          | EX | Promotionals - Activities    |
|                       | -                     | -       |              |          |    |                              |
|                       | -                     | -       |              |          |    |                              |

## Department of Economic Vitality Planned Distribution of Duties

| <i><b>Position</b></i> | <b>Director of Economic Vitality</b>                                                                                 | <b>Director of Industry and Employment Services</b>                                    | <b>Economic Vitality Project Manager</b>                                                                                                                                                                                        |
|------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i><b>Duties</b></i>   | Management of the Department of Economic Vitality, including contract services                                       | New business attraction and proactive recruitment;                                     | Economic equity and mobility initiatives for populations who face barriers [formerly incarcerated, neurodiverse, generational poverty, physical or developmental disability, low level of literacy, dislocated residents, etc]; |
|                        | Growth Concept Oriented Development;                                                                                 | Business Retention and Expansion;                                                      | Recruitment and expansion of supportive services such as childcare, access to healthy foods, targeted goods and services;                                                                                                       |
|                        | Large scale special projects/ placemaking projects (Example: SLS Community, Drake Farms, Outdoor Refreshment Areas); | Commerce park municipal land management, Site selection;                               | Focused support for women, minority, and veteran owned businesses;                                                                                                                                                              |
|                        | Housing recruitment and development: Workforce housing and market rate housing;                                      | AEDC Point of contact, request for information response, prospective business liaison; | Expansion of workforce development and job skill training programs, such as on-the-job training and registered apprenticeships;                                                                                                 |
|                        | Data analytics, research, and analysis;                                                                              | Workforce Development.                                                                 | Staffing support for the Department's housing efforts.                                                                                                                                                                          |
|                        | Municipal legislative management with Chief of Staff.                                                                |                                                                                        |                                                                                                                                                                                                                                 |



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Terry Gulley, Asst Public Works Director - Ops  
**FROM:** Ross Jackson, Jr., Fleet Operations Superintendent  
**DATE:** March 15, 2023  
**SUBJECT:** **Parts, Tear Down, Inspect and Repair Services**

---

**RECOMMENDATION:**

Council allows the purchase of parts and repair services from Stribling Equipment to tear down, inspect and repair equipment in excess of \$35,000.00 total spend through the end of 2023.

**BACKGROUND:**

Fleet occasionally has authorized shops or distributors perform internal engine and powertrain work on equipment that is not covered under warranty or when Fleet does not have the manpower, scheduling or space abilities to perform them in a timely manner. Tear down, inspect, and repair services are exempt from quotes. Fleet typically stays under \$15,000 per year for these services, but there have been large costly repairs this year to street repair and maintenance equipment.

**DISCUSSION:**

Fleet recommends approving total expenditures in excess of \$35,000.00, per City Policy, through the end of the fiscal year for this vendor.

**BUDGET/STAFF IMPACT:**

These purchases for parts and services are budgeted in the shop fund.

**ATTACHMENTS:** SRF Stribling Bid Waiver



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-535**

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### **Parts, Tear Down, Inspect and Repair Services**

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF INSPECTION AND REPAIR SERVICES FROM STRIBLING EQUIPMENT TO INSPECT AND REPAIR VARIOUS EQUIPMENT AS NEEDED THROUGH THE END OF 2023

WHEREAS, Fleet occasionally has authorized shops or distributors perform internal engine work on equipment that is not covered under warranty or when Fleet does not have the technical capacity or manpower to perform the work in a timely manner; and

WHEREAS, the total cost of these third party repairs is typically less than \$15,000 per year, but there have been large costly repairs to street repair and maintenance equipment this year; and

WHEREAS, Fleet recommends approving total expenditures in excess of \$35,000.00, per City Policy, though the end of the fiscal year for this vendor; and

WHEREAS, the unique and proprietary equipment and processes offered by Stribling Equipment to the City make competitive bidding neither feasible nor practical, such that the City Council should waive the requirements of competitive bidding in this case.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of equipment inspection and repair services from Stribling Equipment in an amount exceeding \$35,000.00 but within the approved budget, as needed through the end of 2023.

# City of Fayetteville Staff Review Form

**2023-535**

**Item ID**

**4/4/2023**

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

Ross Jackson

3/8/2023

FLEET OPERATIONS (770)

**Submitted By**

**Submitted Date**

**Division / Department**

## Action Recommendation:

Council allows the purchase of parts and repair services from Stribling Equipment to tear down, inspect and repair equipment in excess of \$35,000.00 total spend through the end of 2023.

## Budget Impact:

9700.770.1910-5214.00

Shop

Account Number

Fund

NA

NA

Project Number

Project Title

**Budgeted Item?** Yes

Total Amended Budget

\$ 752,500.00

Expenses (Actual+Encum)

\$ 201,075.52

Available Budget

**\$ 551,424.48**

**Does item have a direct cost?** No

Item Cost

\$ -

**Is a Budget Adjustment attached?** No

Budget Adjustment

\$ -

Remaining Budget

**\$ 551,424.48**

V20221130

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:** For the year of 2023, Fleet Projects the total amount to be spent with Stribling to be more than \$35,000.00. Due to the nature and complexity of each repair is it difficult to project an exact amount.





**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Terry Gulley, Asst Public Works Director - Ops  
**FROM:** Ross Jackson, Jr., Fleet Operations Superintendent  
**DATE:** March 15, 2023  
**SUBJECT:** **Recycle and Trash Collection Bobcat Skid Steer**

---

**RECOMMENDATION:**

COUNSEL APPROVES THE PURCHASE OF A BOBCAT S64 SKID STEER FOR THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT PRICE OF \$53,036.30 WITH ANY APPLICABLE TAXES OR SHIPPING THROUGH WILLIAMS TRACTOR OF SPRINGDALE, AR, AND TO APPROVE A BUDGET ADJUSTMENT.

**BACKGROUND:**

Unit 6029 is a Bobcat S595 Skid Steer that has been in service since May of 2018. It is 5 years into a 6-year life cycle but currently requires some costly repairs.

**DISCUSSION:**

The estimate for repairs from the manufacturer's authorized repair facility is \$24,121.67. Considering the cost of the required repairs and only months remaining on life expectancy, Fleet recommends replacement instead of repair.

**BUDGET/STAFF IMPACT:**

The replacement for unit 6029 was not budgeted until 2024. However, Fleet is recommending that moving this replacement up is the most cost-effective approach at this time. A budget adjustment is being submitted to utilize fund balance for this purchase.

This item was approved at the March 14th Equipment Committee.

**ATTACHMENTS:** SRF RTC Skid Steer 6029 Replacement, 2023-537 BA SWST\_F044 Repl, WT Repair Quote, New RTC Skid Steer Quote



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-537**

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### **Recycle and Trash Collection Bobcat Skid Steer**

A RESOLUTION TO APPROVE THE PURCHASE OF A BOBCAT S64 SKID STEER FROM WILLIAMS TRACTOR, INC. IN THE AMOUNT OF \$53,036.30, PLUS ANY APPLICABLE SALES TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of a Bobcat S64 Skid Steer from Williams Tractor, Inc. in the amount of \$53,036.30, plus any applicable sales taxes and freight charges, pursuant to a Sourcewell cooperative purchasing contract.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-537

Item ID

4/4/2023

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

Ross Jackson

3/10/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNSEL APPROVES THE PURCHASE OF A BOBCAT S64 SKID STEER FOR THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT PRICE OF \$53,036.30 WITH ANY APPLICABLE TAXES OR SHIPPING THROUGH WILLIAMS TRACTOR OF SPRINGDALE, AR, AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02077

Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,417,000.00

Expenses (Actual+Encum)

\$ 487,795.00

Available Budget

\$ 929,205.00

Does item have a direct cost? Yes

Item Cost

\$ 53,036.30

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 54,000.00

Remaining Budget

\$ 930,168.70

V20221130

Purchase Order Number: \_\_\_\_\_

Previous Ordinance or Resolution # \_\_\_\_\_

Change Order Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

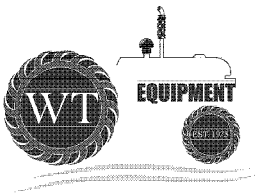
Comments: Because this item wasn't budgtd for replacement in FY23, a Budget adjustment will accompany this Staff Review Form to City Council to pull necessary funds from fund balance.

|             |            |                        |                   |
|-------------|------------|------------------------|-------------------|
| Budget Year | Division   | FLEET OPERATIONS (770) | Adjustment Number |
| 2023        | /Org2      |                        |                   |
|             | Requestor: | Ross Jackson           |                   |

Unit 6029 (SWST\_F044) has some repairs that are too costly to warrant paying for. Instead it will be replaced with the purchase of a Bobcat S64 Skid Steer for the sourcewell contract price of \$53,036.30 through WT Equipment of Springdale AR. (New unit #6050)

|                      |                 |                    |
|----------------------|-----------------|--------------------|
|                      | COUNCIL DATE:   | 4/4/2023           |
|                      | ITEM ID#:       | 2023-537           |
|                      |                 | Holly Black        |
|                      |                 | 3/15/2023 10:42 AM |
|                      | Budget Division | Date               |
|                      | TYPE:           | D - (City Council) |
|                      | JOURNAL #:      |                    |
|                      | GLDATE:         |                    |
|                      | CHKD/POSTED:    | /                  |
| RESOLUTION/ORDINANCE |                 |                    |

[illegible]

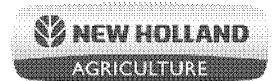


# WT EQUIPMENT

4190 S. 48th Street • Springdale, AR 72762

Phone (479) 442-8284

www.wtequip.com



Ship To: CITY OF FAYETTEVILLE

Invoice To: CITY OF FAYETTEVILLE  
1525 S HAPPY HOLLOW  
FAYETTEVILLE AR 72701

|                              |                        |                          |
|------------------------------|------------------------|--------------------------|
| Branch<br>01 - WT-SPRINGDALE |                        |                          |
| Date<br>02/22/2023           | Time<br>8:06:38 (O)    | Page<br>1                |
| Account No<br>FAYET001       | Phone No<br>4794443495 | Inv No 03<br>001153      |
| Ship Via                     |                        | Purchase Order<br>266062 |
| Tax ID No                    |                        |                          |
|                              |                        | Salesperson<br>TH2       |

ESTIMATE EXPIRY DATE: 03/22/2023

## SERVICE ESTIMATE - NOT AN INVOICE

Stock #: BC9236      LOADER      MS #: B3NL13609  
Make: BC    Model: S595  
Is to have the following work done

### OIL LEAKS

#### ADDITIONAL DESCRIPTION:

MULTIPLE LEAKS ON ENGINE  
FOUND TURBO DUMPING OIL  
HOLE IN CHARGE AIR HOSE PUSHING OIL UNDER CAB  
THIS ESTIMATE INCLUDES LABOR REQUIRED TO CREATE ESTIMATE,  
MACHINE WAS EXTREMELY NASTY AND REQUIRED EXCESSIVE WASHING  
MACHINE HAS 25 HRS OF LABOR ON IT CURRENTLY FROM EXCESSIVE  
WASHING FOR FRAME REPAIR ESTIMATE AS WELL AS ENGINE OIL  
LEAKS TO REMOVE SLUDGE AND TRACK OIL LEAKS.  
THIS IS AN ESTIMATE PRICES MAY CHANGE  
THIS ESTIMATE ALSO INCLUDES PARTS AND LABOR FOR REMOVAL AND  
REPLACING MAIN FRAME THAT IS BROKEN.

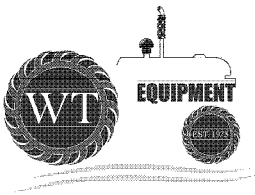
| <u>Part#</u> | <u>Description</u> | <u>Qty</u> | <u>Price</u> | <u>Amount</u> |
|--------------|--------------------|------------|--------------|---------------|
| BC7030304REM | TURBOCHARGER D2    | 1          | 2241.24      | 2241.24       |
| BC7030304COR | TURBOCHARGER       | 1          | 100.00       | 100.00        |
| BC7030393    | PIPE, OIL          | 1          | 39.66        | 39.66         |
| BC7359077    | EXCHANGER OIL W    | 1          | 1257.92      | 1257.92       |
| BC7250374    | SEAL               | 1          | 84.49        | 84.49         |
| BC7250376    | SEAL               | 1          | 20.40        | 20.40         |
| BC7433480    | HOSE AIR FORMED    | 1          | 113.05       | 113.05        |
| BC7306103    | FRAME, MAIN ASS    | 1          | 12600.14     | 12600.14      |
| BC7486193    | VG68 FLUID         | 4          | 81.15        | 324.60        |
| BC6983128    | PG 53/47           | 4          | 30.33        | 121.32        |

|                        |                    |              |               |
|------------------------|--------------------|--------------|---------------|
| MISCELLANEOUS CHARGES: | <u>Description</u> | <u>Price</u> | <u>Amount</u> |
|                        | SS-TRACTOR SERV    |              |               |

Parts: 16902.82

Good for thirty (30) days from date of quote.

**Thank You For Your Business!**

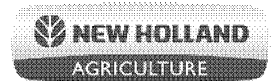


## WT EQUIPMENT

4190 S. 48th Street • Springdale, AR 72762

Phone (479) 442-8284

[www.wtequip.com](http://www.wtequip.com)



**Ship To:** CITY OF FAYETTEVILLE

**Invoice To:** CITY OF FAYETTEVILLE  
1525 S HAPPY HOLLOW  
FAYETTEVILLE AR 72701

|                              |                        |                          |
|------------------------------|------------------------|--------------------------|
| Branch<br>01 - WT-SPRINGDALE |                        |                          |
| Date<br>02/22/2023           | Time<br>8:06:38 (O)    | Page<br>2                |
| Account No<br>FAYET001       | Phone No<br>4794443495 | Inv No 03<br>001153      |
| Ship Via                     |                        | Purchase Order<br>266062 |
| Tax ID No                    |                        |                          |
|                              |                        | Salesperson<br>TH2       |

ESTIMATE EXPIRY DATE: 03/22/2023

### SERVICE ESTIMATE - NOT AN INVOICE

Authorization: \_\_\_\_\_

|                |          |
|----------------|----------|
| Labor:         | 7395.00  |
| Miscellaneous: | 50.00    |
| AR CITY TAX    | 453.05   |
| AR COUNTY TAX  | 283.16   |
| AR STATE TAX   | 1472.42  |
| Discount:      | 2434.78- |
| TOTAL:         | 24121.67 |

Good for thirty (30) days from date of quote.

**Thank You For Your Business!**

**WT EQUIPMENT  
4190 S. 48TH ST  
SPRINGDALE, AR**

479-442-8284  
www.wtequip.com



January 30, 2023

City of Fayetteville

Attn: Ross Jackson

Please accept the attached Bobcat Sourcewell quote using contract #040319-CEC.

1. New 2023 Bobcat S64 Skid Steer Loader
  - 68hp engine with 2300 lbs rated operating capacity
  - C68 Cab Package (Enclosed cab with HVAC, heated air ride seat, Premium LED lights, sound reduction, rear view camera)
  - P17 Performance Package (Hyd. Quick attach, 7-pin attachment Control, dual direction bucket positioning)
  - Selectable joystick controls
  - Solid non-marking 10X16.5 tires
  - 2 speed transmission

Sourcewell Price      \$53,036.30

\*delivered to Fayetteville, AR

\*please include any applicable sales tax

Thank you for considering Bobcat and WT Equipment

Tim Bailey

479-841-2401



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Terry Gulley, Asst Public Works Director - Ops  
**FROM:** Ross Jackson, Jr., Fleet Operations Superintendent  
**DATE:** March 15, 2023  
**SUBJECT:** **DownEaster Salt Spreaders**

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**RECOMMENDATION:**

COUNCIL APPROVES A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND PURCHASE OF FOUR (4) REPLACEMENT DOWNEASTER SALT SPREADERS FOR WINTER ICE AND SNOW REMOVAL IN THE TOTAL AMOUNT OF \$41,043.72 AND ANY APPLICABLE SHIPPING AND TAXES FROM DOWNEASTER MFG COASTAL METAL FAB OF MAINE.

**BACKGROUND:**

The transportation department will be replacing four (4) truck mounted salt spreaders; two (2) Henderson Model FSM9 and two (2) Meyer Model ME63907 salt spreaders with all DownEaster model 4008 wireless controlled mechanical over hydraulic salt spreaders.

**DISCUSSION:**

Fleet and Transportation have worked together to find a salt spreader that will hold up to the harsh conditions salt spreaders are used in. We currently own two (2) other DownEaster Model 4008 spreaders and have used them with great success and minimal mechanical issues. They are able to meet our desired specifications and the Fleet Division would also like to move toward fleet standardization of one model of manufacturer given the success we had with them.

**BUDGET/STAFF IMPACT:**

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved at the March 14th Equipment Committee.

**ATTACHMENTS:** SRF DownEaster, DownEaster Spreader Quote





# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-538**

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### **DownEaster Salt Spreaders**

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE IN THE AMOUNT OF \$41,043.72 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, FOR THE PURCHASE OF FOUR SALT SPREADERS FROM DOWNEASTER MANUFACTURING FOR USE BY THE TRANSPORTATION DEPARTMENT

**WHEREAS**, the Fleet Division currently owns two Downeaster Salt Spreaders and has moved toward standardization of the City's salt spreader fleet; and

**WHEREAS**, in order to maintain standardization, the new Downeaster Salt Spreaders must be purchased from DownEaster Manufacturing, the only authorized dealer.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and accepts the quote of \$41,043.72 (plus any applicable taxes and freight charges) from DownEaster Manufacturing for the purchase of four Downeaster Salt Spreaders.

City of Fayetteville Staff Review Form

2023-538

Item ID

4/4/2023

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

Ross Jackson

3/10/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND PURCHASE OF FOUR (4) REPLACEMENT DOWNEASTER MODEL 4008 SALT SPREADERS FOR WINTER ICE AND SNOW REMOVAL IN THE TOTAL AMOUNT OF \$41,043.72 FROM DOWNEASTER MFG COASTAL METAL FAB OF MAINE, ALONG WITH ANY ADDITIONAL TAXES AND SHIPPING COSTS.

Budget Impact:

9700.770.1920-5802.00

Shop Fund

Account Number

Fund

02080

Other Vehicles and Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 837,346.00

Expenses (Actual+Encum)

\$ 13,588.00

Available Budget

\$ 823,758.00

Does item have a direct cost? Yes

Item Cost

\$ 41,043.72

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 782,714.28

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

**DOWNEASTER MFG**

Coastal Metal Fab  
 120 Old Lisbon Road  
 Topsham, ME 04086  
 Phone (207) 729-5101  
 Fax (207) 729-8782  
 Downeastermfg.com

**Please Sign & Fax Back  
 To Confirm This Order  
 Thanks**

**X****Date:****Quotation**

| Date      | Estimate # |
|-----------|------------|
| 2/28/2023 | 5679       |

Name / Address

Store

Ship To

CITY OF FAYETTEVILLE  
 1525 South Happy Hallow Rd.  
 Fayetteville, AR 72701  
 Chris Basnaw 479-718-7689  
 cbasnaw@fayetteville-ar.gov

| Terms            | Rep | FOB | Project |
|------------------|-----|-----|---------|
| Credit Card + 3% | SN  |     |         |

| Item                     | Description                                                                                                                                             | Qty | Price    | Total      |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------------|
| DS4008SH-W4              | 4.0 yard, 8' x 71" wide stainless hopper, Self contained, Honda motor, tapered top screens, wireless controls, flip 26" long chute<br><br>Serial# _____ | 4   | 9,370.00 | 37,480.00T |
| Misc Credit              | 5% Municipal Discount                                                                                                                                   | 4   | -469.00  | -1,876.00T |
| Freight Out Best Way ... | Freight Out Best Way TBD ***ESTIMATED SHIP FOR 1-8 SPREADERS***                                                                                         | 1   | 3,300.00 | 3,300.00T  |
|                          | 3 WEEK LEAD TIME                                                                                                                                        |     |          |            |

All quotes are valid for 48 hours on stainless steel products and 7 days on all other products. A 25% re-stocking fee will be charged on any cancellation when materials have been ordered. A non-refundable deposit may be required on special orders. Freight to be added at time of invoicing. All quotes must be signed before a sales order is generated.

|                         |             |
|-------------------------|-------------|
| <b>Subtotal</b>         | \$38,904.00 |
| <b>Sales Tax (5.5%)</b> | \$2,139.72  |
| <b>Total</b>            | \$41,043.72 |



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Terry Gulley, Asst Public Works Director - Ops  
**FROM:** Ross Jackson, Jr., Fleet Operations Superintendent  
**DATE:** March 15, 2023  
**SUBJECT:** **Municipal Refuse Truck Replacements**

---

**RECOMMENDATION:**

COUNCIL APPROVES THE PURCHASE OF TWO REFUSE TRUCKS; ONE (1) REAR LOADER AND ONE (1) FRONT LOADER USING THE SOURCEWELL COOPERATIVE PURCHASE CONTRACT # 112014-NWY FOR THE TOTAL AMOUNT OF \$628,709.11 PLUS ANY APPLICABLE TAXES AND SHIPPING COSTS THROUGH ARKANSAS MUNICIPAL EQUIPMENT (AME) OF POYEN, AR AND TO AGREE TO AN ADDENDUM TO THE QUOTE AND SPECIFICATION SHEET WITH AME.

**BACKGROUND:**

Unit 4032 is a 2017 Front Loader refuse truck with 15/15 points. Unit 4030 is a 2016 Rear Loader refuse truck with 15/15 points. Both units have exceeded their useful life expectancies.

**DISCUSSION:**

A 2023 Peterbilt 520 and a Freightliner M2 106 both having New Way Refuse bodies are available from a local manufacturer, with a Sourcewell contract price of \$628,709.11.

Both these units were approved at the Equipment Committee on 03/14/23.

**BUDGET/STAFF IMPACT:**

Sufficient funds have been budgeted and collected for this purchase.

**ATTACHMENTS:** SRF 2 - AME Refuse Trucks, AME Rear Loader Quotes, Fayetteville AME Rear Loader Specs, AME FINAL Quote - Front Loader, Fayetteville AME Front Loader Specs, Addendum to Quote Arkansas Municipal Equipment



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-539**

---

### **Municipal Refuse Truck Replacements**

A RESOLUTION TO ACCEPT A QUOTE IN THE AMOUNT OF \$628,709.11 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FROM ARKANSAS MUNICIPAL EQUIPMENT FOR THE PURCHASE OF ONE PETERBILT REFUSE TRUCK AND ONE FREIGHTLINER REFUSE TRUCK, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to accept the quote of \$628,709.11 (plus any applicable taxes and freight charges) from Arkansas Municipal Equipment of Poyen, Arkansas, for the purchase of one Peterbilt refuse truck and one Freightliner refuse truck, and further authorizes the Mayor to sign the Addendum to Quote and Specification Sheet.

# City of Fayetteville Staff Review Form

**2023-539**

**Item ID**

**4/4/2023**

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

Ross Jackson

3/15/2023

FLEET OPERATIONS (770)

**Submitted By**

**Submitted Date**

**Division / Department**

## Action Recommendation:

COUNCIL APPROVES THE PURCHASE OF TWO REFUSE TRUCKS; ONE (1) REAR LOADER AND ONE (1) FRONT LOADER USING THE SOURCEWELL COOPERATIVE PURCHASE CONTRACT # 112014-NWY FOR THE TOTAL AMOUNT OF \$628,709.11 PLUS ANY APPLICABLE TAXES AND SHIPPING COSTS THROUGH ARKANSAS MUNICIPAL EQUIPMENT (AME) OF POYEN, AR AND TO AGREE TO AN ADDENDUM TO THE QUOTE AND SPECIFICATION SHEET WITH AME.

## Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02082

Recycling and Trash Trucks

Project Number

Project Title

**Budgeted Item?** Yes

Total Amended Budget

\$ 1,755,341.00

Expenses (Actual+Encum)

\$ 397,825.00

Available Budget

**\$ 1,357,516.00**

**Does item have a direct cost?** Yes

Item Cost

\$ 628,709.11

**Is a Budget Adjustment attached?** No

Budget Adjustment

\$ -

Remaining Budget

**\$ 728,806.89**

V20221130

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**

**Quote****Arkansas Municipal Equipment**

14263 Highway 270 west  
Poyen, Arkansas 72128  
501 425 1567 \*\* daniel ellison@yahoo.com \*\*

To: City Of Fayetteville AR  
1525 S Happy Hollow RD  
Fayetteville AR 72701  
[Sourcewell Member# 34143](#)

QUOTE:#FAYAR25YDRL

Date: March 6th 2023

AR Dealer # M 8116

Sourcewell Contract # 112014-NWY

| Qty       | Description                             | Each          | Total         |
|-----------|-----------------------------------------|---------------|---------------|
| 1.00      | 2023 Freightliner M2 106                | \$ 229,755.00 | \$ 229,755.00 |
|           | 25yd New Way Magnum                     |               | \$ -          |
|           | Per Bid Spec                            |               | \$ -          |
|           |                                         |               | \$ -          |
|           | Delivery Date 7-10 Days After Receipt   |               | \$ -          |
|           | Of Order                                |               | \$ -          |
|           |                                         |               | \$ -          |
| 1.00      | ATD Discount                            | \$ (3,215.89) | \$ (3,215.89) |
|           |                                         |               | \$ -          |
| 1.00      | 5yr 200K Mile Cummins & After Treatment | \$ 2,130.00   | \$ 2,130.00   |
| 1.00      | 5yr Allison                             | \$ 1,275.00   | \$ 1,275.00   |
| 1.00      | 2yr Basic Vehicle                       | \$ 705.00     | \$ 705.00     |
| 1.00      | 5yr Cylinder warranty                   | \$ 3,500.00   | \$ 3,500.00   |
| 1.00      | 5yr Body Warranty                       | \$ 4,875.00   | \$ 4,875.00   |
|           | Body warranty covers all welds and      |               | \$ -          |
|           | structure that is not misuse or abuse   |               | \$ -          |
|           |                                         |               | \$ -          |
|           |                                         |               | \$ -          |
|           |                                         |               | \$ -          |
| Subtotal  |                                         |               | \$ 239,024.11 |
| Sales tax |                                         |               |               |
| Freight   |                                         |               |               |
| Total     |                                         |               | \$ 239,024.11 |

Daniel Ellison  
Phone: 501 425 1567  
Email: daniel ellison@yahoo.com  
www.ametrucks.com



A Product of **Scranton Mfg. Co. Inc.** - 101 State Street - Scranton, IA 51462  
800 831 1850 - 712 652 3399 - [www.newwaytrucks.com](http://www.newwaytrucks.com)

**Sales Order 152693**

This is not an invoice.  
Line Item Amounts and  
Charges Subject to Change.

Entered by: Pam Beardmore  
[pbeardmore@newwaytrucks.com](mailto:pbeardmore@newwaytrucks.com)  
Page: 1 of 3

| Bill To:                                                                        | Sold To:                                                                    | Ship To:                                                                    |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| I-State Truck Center<br>4801 Harbor Dr<br>Sioux City, IA 51111<br>United States | I-State Truck Center<br>4801 Harbor Dr<br>Sioux City IA 51111 United States | I-State Truck Center<br>4801 Harbor Dr<br>Sioux City IA 51111 United States |
|                                                                                 |                                                                             | Fax: (712) 233-2690                                                         |
|                                                                                 |                                                                             | Phone: (800) 831-0967                                                       |

| Order Date: | Need By: | PO Number: | Terms:   | Ship Via: |
|-------------|----------|------------|----------|-----------|
| 8/2/2022    | 2/2/2023 | N262014383 | No Terms | Drive Out |

| Line | Part Number/Description                                                 | Order Qty   | Unit Price | Ext. Price |
|------|-------------------------------------------------------------------------|-------------|------------|------------|
| 1    | 8126                                                                    | 1.000000 EA |            |            |
|      | REARLOADER, COBRA, 20YD, 80IN TG                                        |             |            |            |
|      | 139007                                                                  | 1           |            |            |
|      | OPT, REEVEING WINCH, BOLT ON, RL, 80IN                                  |             |            |            |
|      | 131274                                                                  | 1           |            |            |
|      | OPT, 2X VALVE, HANDLE & ROD, RT, 80IN COBRA                             |             |            |            |
|      | 132099                                                                  | 1           |            |            |
|      | OPT, CONT STOP, FULL TUBE, 3.5 SQ, 80IN, RL HC                          |             |            |            |
|      | 143142                                                                  | 1           |            |            |
|      | OPT, KICKBAR, BOLT-ON, 80IN, LRL                                        |             |            |            |
|      | 138105                                                                  | 1           |            |            |
|      | OPT, 1X VALVE, CT EXT PIVOT LINKAGE, RT, 80IN LRL                       |             |            |            |
|      | 137944                                                                  | 1           |            |            |
|      | OPT, EXT LOADSILL, LIP AND LATCH, BOLT-ON KICKBAR EARS, KC CM, HC, 80IN |             |            |            |
|      | 138107                                                                  | 1           |            |            |
|      | OPT, HYD TUBE, FUT CT, RT, 80IN LRL                                     |             |            |            |
|      | 141349                                                                  | 1           |            |            |
|      | OPT, HYD, NYLON WRAPPED, LRL, 80IN                                      |             |            |            |
|      | 115926                                                                  | 1           |            |            |
|      | OPT, ACCESS LADDER, RL, KC CM, STD                                      |             |            |            |
|      | 126352                                                                  | 1           |            |            |
|      | OPT, EXT SEAL, TG UPR, RL                                               |             |            |            |
|      | 133583                                                                  | 1           |            |            |
|      | OPT, PAINT WHITE, LRL                                                   |             |            |            |
|      | Option Comment: N0006EX                                                 |             |            |            |
|      | 104194                                                                  | 1           |            |            |
|      | OPT, WORKLIGHT, LED, IN HPR, RS, RL, KC CM                              |             |            |            |
|      | 115610                                                                  | 1           |            |            |
|      | OPT, STROBE, 2 RND, INTEGRATED, UPR TG, RS, RL, KC CM                   |             |            |            |
|      | 137670                                                                  | 1           |            |            |
|      | OPT, STROBE, 2 RND, INTEGRATED, LWR TG, RS, RL, KC CM                   |             |            |            |
|      | 136581                                                                  | 1           |            |            |





Sales Order 152693

A Product of **Scranton Mfg. Co., Inc.** - 101 State Street - Scranton, IA 51462  
800 831 1858 - 717 652 3399 - [www.newwaytrucks.com](http://www.newwaytrucks.com)

This is **not** an invoice.  
Line Item Amounts and  
Charges Subject to Change.

Entered by: Pam Beardmore  
[pbeardmore@newwaytrucks.com](mailto:pbeardmore@newwaytrucks.com)  
Page: 2 of 3

OPT,1 CAMERA SYSTEM,7IN MONITOR,SAFETY VISION  
119313 1  
OPT,WARRANTY,HYD,1 YR,PRV,LRL  
139885 1  
OPT,WARRANTY,CYL,2 YR,LRL  
119314 1  
OPT,WARRANTY,BODY,1YR,PRV,LRL  
116343 1  
OPT,MNT,LRL  
104203 1  
OPT,PTO,AUTO,HOTSHIFT,OVERSPEED  
115384 1  
OPT,PACK ON THE GO  
134882 1  
OPT,REM GREASE,TG HINGE&CYL,LRL  
141861 1  
OPT,EJ PNL,TG,IN CAB AIR CNTRL,RL  
124738 1  
OPT,PRESSURE GAUGE,QUICK DISC  
113926 1  
OPT,MUDFLAPS,REAR,LOGO,RL  
116901 1  
OPT,CUP HOLDER,5 IN DIA  
113305 1  
OPT,FIRE EXT,10 LB  
119201 1  
OPT,TRIANGLE,SAFETY,ROADSIDE

| Rel | Date     | Quantity | From       | Possible Make | Possible VIN Number | Chassis ETA |
|-----|----------|----------|------------|---------------|---------------------|-------------|
| 1   | 2/2/2023 | 1.000000 | BOONEVILLE | Freightliner  | UH9244              | 08/22/2022  |

Line (1) Line Miscellaneous Charges:

| Quantity | Unit Price | Freq | Description     | Ext. Price |
|----------|------------|------|-----------------|------------|
| 1.)      | 1          | (E)  | Steel Surcharge |            |

Gross Order:  
Less Discount:  
Total Tax:  
Line Miscellaneous Charges:  
Order Miscellaneous Charges:

OrderAck:003:02

Prepared for:  
 SCRANTON MFG CO INC BB  
 101 STATE ST  
 SCRANTON, IA 51462  
 Phone: 712-652-3396

Prepared by:  
 A j Mccaffrey  
 I-STATE TRUCK CENTER  
 4801 HARBOR DRIVE  
 SIOUX CITY, IA 51111  
 Phone: 712-252-2714  
 E-Mail:  
 Aj.McCaffrey@istatetruck.com

## S P E C I F I C A T I O N   P R O P O S A L

|                                                      | Description                                                                                     | Weight<br>Front | Weight<br>Rear |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------|----------------|
| <b>Price Level</b>                                   |                                                                                                 |                 |                |
|                                                      | M2 PRL-26M (EFF:7/26/21)                                                                        |                 |                |
| <b>Data Version</b>                                  |                                                                                                 |                 |                |
|                                                      | SPECPRO21 DATA RELEASE VER 048                                                                  |                 |                |
| <b>Interior Convenience/Driver Retention Package</b> |                                                                                                 |                 |                |
|                                                      | INTERIOR CONVENIENCE PACKAGE WITH CB<br>PROVISION                                               |                 |                |
| <b>Vehicle Configuration</b>                         |                                                                                                 |                 |                |
|                                                      | M2 106 CONVENTIONAL CHASSIS                                                                     | 5,709           | 3,503          |
|                                                      | 2023 MODEL YEAR SPECIFIED                                                                       |                 |                |
|                                                      | SET BACK AXLE - TRUCK                                                                           |                 |                |
|                                                      | STRAIGHT TRUCK PROVISION                                                                        |                 |                |
|                                                      | LH PRIMARY STEERING LOCATION                                                                    |                 |                |
| <b>General Service</b>                               |                                                                                                 |                 |                |
|                                                      | TRUCK CONFIGURATION                                                                             |                 |                |
|                                                      | DOMICILED, USA 50 STATES (INCLUDING<br>CALIFORNIA AND CARB OPT-IN STATES)                       |                 |                |
|                                                      | REFUSE SERVICE                                                                                  |                 |                |
|                                                      | SANITATION BUSINESS SEGMENT                                                                     |                 |                |
|                                                      | MOIST BULK COMMODITY                                                                            |                 |                |
|                                                      | TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN<br>TRANSIT, IS SPENT ON PAVED ROADS                    |                 |                |
|                                                      | MAXIMUM 8% EXPECTED GRADE                                                                       |                 |                |
|                                                      | SMOOTH CONCRETE OR ASPHALT PAVEMENT -<br>MOST SEVERE IN-TRANSIT (BETWEEN SITES)<br>ROAD SURFACE |                 |                |
|                                                      | MEDIUM TRUCK WARRANTY                                                                           |                 |                |
|                                                      | EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs                                                       |                 |                |
|                                                      | EXPECTED REAR DRIVE AXLE(S) LOAD :<br>23000.0 lbs                                               |                 |                |



**Prepared for:**  
 SCRANTON MFG CO INC BB  
 101 STATE ST  
 SCRANTON, IA 51462  
 Phone: 712-652-3396

**Prepared by:**  
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|                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Weight<br>Front | Weight<br>Rear |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
|                              | EXPECTED GROSS VEHICLE WEIGHT CAPACITY<br>: 33000.0 lbs                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                |
| <b>Truck Service</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                |
|                              | REFUSE, SIDE LOAD OR REAR PACKER BODY -<br>UNLOADS IN A LANDFILL<br>EXPECTED TRUCK BODY LENGTH : 0.0 ft<br>SCRANTON MANUFACTURING/NEW WAY<br>EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE<br>FRAME "XX" INCHES : 32.0 in                                                                                                                                                                                                                                                          |                 |                |
| <b>Engine</b>                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                |
|                              | CUM L9 300 HP @ 2200 RPM, 2200 GOV RPM,<br>860 LB-FT @ 1200 RPM, REFUSE                                                                                                                                                                                                                                                                                                                                                                                                    | 640             | 30             |
| <b>Electronic Parameters</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                |
| N                            | 75 MPH ROAD SPEED LIMIT<br>CRUISE CONTROL SPEED LIMIT SAME AS ROAD<br>SPEED LIMIT<br>PTO MODE ENGINE RPM LIMIT - 1200 RPM<br>PTO RPM WITH CRUISE SET SWITCH - 1200<br>RPM<br>PTO RPM WITH CRUISE RESUME SWITCH - 700<br>RPM<br>PTO MODE CANCEL VEHICLE SPEED - 5 MPH<br>PTO GOVERNOR RAMP RATE - 1000 RPM PER<br>SECOND<br>ONE REMOTE PTO SPEED<br>PTO SPEED 1 SETTING - 1200 RPM<br>PTO MINIMUM RPM - 700<br>REGEN INHIBIT SPEED THRESHOLD - 5 MPH                        |                 |                |
| <b>Engine Equipment</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                |
|                              | 2010 EPA/CARB/GHG21 CONFIGURATION<br>2008 CARB EMISSION CERTIFICATION - CLEAN<br>IDLE (INCLUDES 6X4 INCH LABEL ON LOWER<br>FORWARD CORNER OF DRIVER DOOR)<br>STANDARD OIL PAN<br>ENGINE MOUNTED OIL CHECK AND FILL<br>SIDE OF HOOD AIR INTAKE WITH FIREWALL<br>MOUNTED DONALDSON AIR CLEANER<br>DR 12V 160 AMP 28-SI QUADRAMOUNT PAD<br>ALTERNATOR WITH REMOTE BATTERY VOLT<br>SENSE<br>(2) DTNA GENUINE, FLOODED STARTING, MIN<br>2000CCA, 370RC, THREADED STUD BATTERIES | 10              |                |

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| Description                                                                                                                  | Weight<br>Front | Weight<br>Rear |
|------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| BATTERY BOX FRAME MOUNTED                                                                                                    |                 |                |
| STANDARD BATTERY JUMPERS                                                                                                     |                 |                |
| SINGLE BATTERY BOX FRAME MOUNTED LH<br>SIDE UNDER CAB                                                                        |                 |                |
| WIRE GROUND RETURN FOR BATTERY CABLES<br>WITH ADDITIONAL FRAME GROUND RETURN                                                 |                 |                |
| NON-POLISHED BATTERY BOX COVER                                                                                               |                 |                |
| CAB AUXILIARY POWER CABLE                                                                                                    | 5               |                |
| POSITIVE LOAD DISCONNECT WITH CAB<br>MOUNTED CONTROL SWITCH MOUNTED<br>OUTBOARD DRIVER SEAT                                  | 10              |                |
| POSITIVE AND NEGATIVE POSTS FOR<br>JUMPSTART LOCATED ON FRAME NEXT TO<br>STARTER                                             | 2               |                |
| CUMMINS TURBOCHARGED 18.7 CFM AIR<br>COMPRESSOR WITH INTERNAL SAFETY VALVE                                                   |                 |                |
| STANDARD MECHANICAL AIR COMPRESSOR<br>GOVERNOR                                                                               |                 |                |
| AIR COMPRESSOR DISCHARGE LINE                                                                                                |                 |                |
| ELECTRONIC ENGINE INTEGRAL SHUTDOWN<br>PROTECTION SYSTEM                                                                     |                 |                |
| CUMMINS ENGINE INTEGRAL BRAKE WITH<br>VARIABLE GEOMETRY TURBO ON/OFF                                                         | 20              |                |
| RH OUTBOARD UNDER STEP MOUNTED<br>HORIZONTAL AFTERTREATMENT SYSTEM<br>ASSEMBLY WITH RH B-PILLAR MOUNTED<br>VERTICAL TAILPIPE | 30              | 25             |
| ENGINE AFTERTREATMENT DEVICE,<br>AUTOMATIC OVER THE ROAD REGENERATION<br>AND DASH MOUNTED REGENERATION<br>REQUEST SWITCH     |                 |                |
| 11 FOOT 06 INCH (138 INCH+0/-5.9 INCH)<br>EXHAUST SYSTEM HEIGHT                                                              |                 |                |
| STANDARD CURVE BRIGHT UPPER STACK(S)                                                                                         |                 |                |
| RH CURVED VERTICAL TAILPIPE B-PILLAR<br>MOUNTED ROUTED FROM STEP                                                             |                 |                |
| 13 GALLON DIESEL EXHAUST FLUID TANK                                                                                          | 35              | 10             |
| 100 PERCENT DIESEL EXHAUST FLUID FILL                                                                                        |                 |                |
| LH FORWARD FACE OF DIESEL EXHAUST FLUID<br>TANK 48 TO 52 INCHES BACK OF CAB                                                  |                 |                |
| STANDARD DIESEL EXHAUST FLUID PUMP<br>MOUNTING                                                                               |                 |                |
| STANDARD DIESEL EXHAUST FLUID TANK CAP                                                                                       |                 |                |
| STAINLESS STEEL AFTERTREATMENT<br>DEVICE/MUFFLER/TAILOPIPE SHIELD                                                            |                 |                |

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|---|---------------------------------------------------------------------------|-----------------|----------------|
| N | HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE                             |                 |                |
|   | AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED             |                 |                |
|   | CUMMINS SPIN ON FUEL FILTER                                               |                 |                |
|   | COMBINATION FULL FLOW/BYPASS OIL FILTER                                   |                 |                |
|   | 900 SQUARE INCH ALUMINUM RADIATOR                                         | 15              |                |
|   | ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT |                 |                |
|   | GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT                             |                 |                |
|   | CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES                            |                 |                |
|   | RADIATOR DRAIN VALVE                                                      |                 |                |
|   | LOWER RADIATOR GUARD                                                      |                 |                |
|   | PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER                            | 4               |                |
|   | CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR                     |                 |                |
|   | ALUMINUM FLYWHEEL HOUSING                                                 |                 |                |
|   | ELECTRIC GRID AIR INTAKE WARMER                                           |                 |                |
|   | DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH                 |                 |                |

## Transmission

|                                                               |     |    |
|---------------------------------------------------------------|-----|----|
| ALLISON 3500 RDS AUTOMATIC TRANSMISSION<br>WITH PTO PROVISION | 200 | 60 |
|---------------------------------------------------------------|-----|----|

## Transmission Equipment

ALLISON VOCATIONAL PACKAGE 170 -  
AVAILABLE ON 3000/4000 PRODUCT FAMILIES  
WITH VOCATIONAL MODEL RDS AND EVS

ALLISON VOCATIONAL RATING FOR REFUSE  
APPLICATIONS AVAILABLE WITH ALL PRODUCT  
FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,  
START GEAR 1, HIGHEST GEAR 6, AVAILABLE  
FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,  
START GEAR 1, HIGHEST GEAR 6, AVAILABLE  
FOR 3000/4000 PRODUCT FAMILIES ONLY

S1 PERFORMANCE PRIMARY SHIFT SCHEDULE  
AVAILABLE FOR 3000/4000 PRODUCT FAMILIES  
ONLY



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|   | Description                                                                                                         | Weight<br>Front | Weight<br>Rear |
|---|---------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
|   | S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY                              |                 |                |
| N | 1900 RPM PRIMARY MODE SHIFT SPEED                                                                                   |                 |                |
| N | 1900 RPM SECONDARY MODE SHIFT SPEED                                                                                 |                 |                |
|   | ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE           |                 |                |
|   | ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE |                 |                |
|   | FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED                                                                 |                 |                |
|   | DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES                                                                         |                 |                |
|   | VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB                                       |                 |                |
|   | ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB                                               |                 |                |
|   | CUSTOMER INSTALLED CHELSEA 280 SERIES PTO                                                                           |                 |                |
|   | PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON                                                                  |                 |                |
|   | MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN                                            |                 |                |
|   | PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED                                                                  |                 |                |
|   | TRANSMISSION PROGNOSTICS - ENABLED 2013                                                                             |                 |                |
|   | WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK                                                              |                 |                |
|   | TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK                                                     |                 |                |
|   | SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)                                                                    |                 |                |

### Front Axle and Equipment

MFS-10-143A 10,000# FF1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE  
 MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES  
 NON-ASBESTOS FRONT BRAKE LINING  
 CONMET CAST IRON FRONT BRAKE DRUMS

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| Description                                                                                     | Weight<br>Front | Weight<br>Rear |
|-------------------------------------------------------------------------------------------------|-----------------|----------------|
| FRONT BRAKE DUST SHIELDS                                                                        | 5               |                |
| FRONT OIL SEALS                                                                                 |                 |                |
| VENTED FRONT HUB CAPS WITH WINDOW,<br>CENTER AND SIDE PLUGS - OIL                               |                 |                |
| STANDARD SPINDLE NUTS FOR ALL AXLES                                                             |                 |                |
| MERITOR AUTOMATIC FRONT SLACK<br>ADJUSTERS                                                      |                 |                |
| TRW THP-60 POWER STEERING                                                                       |                 |                |
| POWER STEERING PUMP                                                                             |                 |                |
| 2 QUART SEE THROUGH POWER STEERING<br>RESERVOIR                                                 |                 |                |
| CURRENT AVAILABLE SYNTHETIC 75W-90<br>FRONT AXLE LUBE                                           |                 |                |
| <b>Front Suspension</b>                                                                         |                 |                |
| 12,000# DUAL TAPERLEAF FRONT SUSPENSION                                                         | 42              |                |
| MAINTENANCE FREE RUBBER BUSHINGS -<br>FRONT SUSPENSION                                          |                 |                |
| FRONT SHOCK ABSORBERS                                                                           |                 |                |
| <b>Rear Axle and Equipment</b>                                                                  |                 |                |
| RS-23-161 23,000# R-SERIES SINGLE REAR<br>AXLE                                                  |                 | 174            |
| 5.63 REAR AXLE RATIO                                                                            |                 |                |
| IRON REAR AXLE CARRIER WITH STANDARD<br>AXLE HOUSING                                            |                 |                |
| MXL 17T MERITOR EXTENDED LUBE MAIN<br>DRIVELINE WITH HALF ROUND YOKES                           |                 |                |
| DRIVER CONTROLLED TRACTION<br>DIFFERENTIAL - SINGLE REAR AXLE                                   |                 | 20             |
| (1) DRIVER CONTROLLED DIFFERENTIAL LOCK<br>REAR VALVE FOR SINGLE DRIVE AXLE                     |                 |                |
| BLINKING LAMP WITH EACH MODE SWITCH,<br>DIFFERENTIAL UNLOCK WITH IGNITION OFF,<br>ACTIVE <5 MPH |                 |                |
| MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY<br>CAM REAR BRAKES, DOUBLE ANCHOR,<br>FABRICATED SHOES |                 |                |
| NON-ASBESTOS REAR BRAKE LINING                                                                  |                 |                |
| BRAKE CAMS AND CHAMBERS ON REAR SIDE<br>OF DRIVE AXLE(S)                                        |                 |                |
| CONMET CAST IRON REAR BRAKE DRUMS                                                               |                 |                |
| REAR BRAKE DUST SHIELDS                                                                         |                 | 5              |
| REAR OIL SEALS                                                                                  |                 |                |

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|                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Weight<br>Front | Weight<br>Rear |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
|                              | BENDIX EVERSURE LONGSTROKE 1-DRIVE<br>AXLE SPRING PARKING CHAMBERS<br>MERITOR AUTOMATIC REAR SLACK<br>ADJUSTERS<br>CURRENT AVAILABLE SYNTHETIC 75W-90 REAR<br>AXLE LUBE                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                |
| <b>Rear Suspension</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                |
| N                            | 30,000# FLAT LEAF SPRING REAR SUSPENSION<br>WITH HELPER AND RADIUS ROD<br>SPRING SUSPENSION - NO AXLE SPACERS<br>STANDARD AXLE SEATS IN AXLE CLAMP<br>GROUP<br>FORE/AFT CONTROL RODS                                                                                                                                                                                                                                                                                                                                                                                     |                 | 230            |
| <b>Brake System</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                |
|                              | AIR BRAKE PACKAGE<br>WABCO 4S/4M ABS<br>REINFORCED NYLON, FABRIC BRAID AND WIRE<br>BRAID CHASSIS AIR LINES<br>FIBER BRAID PARKING BRAKE HOSE<br>STANDARD BRAKE SYSTEM VALVES<br>STANDARD AIR SYSTEM PRESSURE<br>PROTECTION SYSTEM<br>STD U.S. FRONT BRAKE VALVE<br>RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,<br>NO REAR PROPORTIONING VALVE<br>BW AD-9 BRAKE LINE AIR DRYER WITH HEATER<br>AIR DRYER MOUNTED INBOARD ON LH RAIL<br>STEEL AIR BRAKE RESERVOIRS MOUNTED<br>INSIDE RAIL<br>REAR OF AIR TANKS 70" OR LESS BACK OF CA B<br>PULL CABLES ON ALL AIR RESERVOIR(S) | 20              |                |
| *                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                |
| <b>Trailer Connections</b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                |
|                              | UPGRADED CHASSIS MULTIPLEXING UNIT<br>UPGRADED BULKHEAD MULTIPLEXING UNIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                |
| <b>Wheelbase &amp; Frame</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                |
|                              | 5275MM (208 INCH) WHEELBASE<br>11/32X3-1/2X10-3/16 INCH STEEL FRAME<br>(8.73MMX258.8MM/0.344X10.19 INCH) 120KSI<br>2425MM (95 INCH) REAR FRAME OVERHANG<br>FRAME OVERHANG RANGE: 91 INCH TO 100<br>INCH                                                                                                                                                                                                                                                                                                                                                                  | 150<br>-40      | 80<br>170      |



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|                          | Description                                                                                    | Weight<br>Front | Weight<br>Rear |
|--------------------------|------------------------------------------------------------------------------------------------|-----------------|----------------|
|                          | CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :<br>142.13 in                                        |                 |                |
|                          | CALCULATED EFFECTIVE BACK OF CAB TO<br>REAR SUSPENSION C/L (CA) : 139.13 in                    |                 |                |
|                          | CALC'D FRAME LENGTH - OVERALL : 342.15 in                                                      |                 |                |
|                          | CALCULATED FRAME SPACE LH SIDE : 74.5 in                                                       |                 |                |
|                          | CALCULATED FRAME SPACE RH SIDE : 89.78 in                                                      |                 |                |
|                          | SQUARE END OF FRAME                                                                            |                 |                |
|                          | FRONT CLOSING CROSSMEMBER                                                                      |                 |                |
|                          | STANDARD WEIGHT ENGINE CROSSMEMBER                                                             |                 |                |
|                          | STANDARD CROSSMEMBER BACK OF<br>TRANSMISSION                                                   |                 |                |
|                          | STANDARD MIDSHIP #1 CROSSMEMBER(S)                                                             |                 |                |
|                          | STANDARD REARMOST CROSSMEMBER                                                                  |                 |                |
|                          | STANDARD SUSPENSION CROSSMEMBER                                                                |                 |                |
| <b>Chassis Equipment</b> |                                                                                                |                 |                |
|                          | THREE-PIECE 14 INCH CHROMED STEEL<br>BUMPER WITH COLLAPSIBLE ENDS                              | 30              |                |
|                          | FRONT TOW HOOKS - FRAME MOUNTED                                                                | 15              |                |
|                          | BUMPER MOUNTING FOR SINGLE LICENSE<br>PLATE                                                    |                 |                |
|                          | FENDER AND FRONT OF HOOD MOUNTED<br>FRONT MUDFLAPS                                             |                 |                |
|                          | GRADE 8 THREADED HEX HEADED FRAME<br>FASTENERS                                                 |                 |                |
|                          | CLEAR FRAME RAILS FROM BACK OF CAB TO<br>FRONT REAR SUSPENSION BRACKET, BOTH<br>RAILS OUTBOARD |                 |                |
| <b>Fuel Tanks</b>        |                                                                                                |                 |                |
| N                        | 80 GALLON/302 LITER RECTANGULAR<br>ALUMINUM FUEL TANK - LH                                     | 40              | 10             |
|                          | RECTANGULAR FUEL TANK(S)                                                                       |                 |                |
|                          | PLAIN ALUMINUM/PAINTED STEEL<br>FUEL/HYDRAULIC TANK(S) WITH PAINTED<br>BANDS                   |                 |                |
|                          | FUEL TANK(S) FORWARD                                                                           |                 |                |
|                          | PLAIN STEP FINISH                                                                              |                 |                |
|                          | FUEL TANK CAP(S)                                                                               |                 |                |
|                          | DETROIT FUEL/WATER SEPARATOR WITH<br>WATER IN FUEL SENSOR AND 12 VOLT<br>PREHEATER             | -5              |                |
|                          | EQUIFLO INBOARD FUEL SYSTEM                                                                    |                 |                |

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|                     | Description                                                                           | Weight<br>Front | Weight<br>Rear |
|---------------------|---------------------------------------------------------------------------------------|-----------------|----------------|
|                     | HIGH TEMPERATURE REINFORCED NYLON<br>FUEL LINE                                        |                 |                |
|                     | FUEL COOLER                                                                           | 10              |                |
| <b>Tires</b>        |                                                                                       |                 |                |
|                     | MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT<br>TIRES                                    | 12              |                |
|                     | MICHELIN X MULTI D 11R22.5 14 PLY RADIAL<br>REAR TIRES                                |                 | 96             |
| <b>Hubs</b>         |                                                                                       |                 |                |
|                     | CONMET PRESET PLUS PREMIUM IRON FRONT<br>HUBS                                         |                 |                |
|                     | CONMET PRESET PLUS PREMIUM IRON REAR<br>HUBS                                          |                 |                |
| <b>Wheels</b>       |                                                                                       |                 |                |
|                     | ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18<br>INSET 2-HAND HD STEEL DISC FRONT WHEELS | 26              |                |
|                     | MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT<br>2-HAND HD STEEL DISC REAR WHEELS        |                 | 80             |
|                     | FRONT WHEEL MOUNTING NUTS                                                             |                 |                |
|                     | REAR WHEEL MOUNTING NUTS                                                              |                 |                |
| <b>Cab Exterior</b> |                                                                                       |                 |                |
|                     | 106 INCH BBC FLAT ROOF ALUMINUM<br>CONVENTIONAL CAB                                   |                 |                |
|                     | AIR CAB MOUNTING                                                                      |                 |                |
|                     | NONREMOVABLE BUGSCREEN MOUNTED<br>BEHIND GRILLE                                       |                 |                |
|                     | LH AND RH GRAB HANDLES                                                                |                 |                |
|                     | HOOD MOUNTED CHROMED PLASTIC GRILLE                                                   |                 |                |
|                     | CHROME HOOD MOUNTED AIR INTAKE GRILLE                                                 |                 |                |
|                     | FIBERGLASS HOOD                                                                       |                 |                |
|                     | TUNNEL/FIREWALL LINER                                                                 |                 |                |
|                     | SINGLE 14 INCH ROUND POLISHED AIR HORN<br>ROOF MOUNTED                                | 4               |                |
|                     | SINGLE ELECTRIC HORN                                                                  |                 |                |
|                     | SINGLE HORN SHIELD                                                                    |                 |                |
|                     | REAR LICENSE PLATE MOUNT END OF FRAME                                                 |                 |                |
|                     | LED HEADLIGHT ASSEMBLY AND<br>INCANDESCENT MARKER/TURN LAMP WITH<br>CHROME BEZEL      |                 |                |
|                     | LED AERODYNAMIC MARKER LIGHTS                                                         |                 |                |
|                     | DAYTIME RUNNING LIGHTS                                                                |                 |                |

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| Description                                                                                                       | Weight<br>Front | Weight<br>Rear |
|-------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE<br>WIRING WITH SEPARATE STOP/TURN WIRES<br>TO 4 FEET BEYOND END OF FRAME |                 | -5             |
| STANDARD FRONT TURN SIGNAL LAMPS                                                                                  |                 |                |
| DUAL WEST COAST BRIGHT FINISH HEATED<br>MIRRORS WITH LH AND RH REMOTE                                             |                 |                |
| DOOR MOUNTED MIRRORS                                                                                              |                 |                |
| 102 INCH EQUIPMENT WIDTH                                                                                          |                 |                |
| LH AND RH 8 INCH BRIGHT FINISH CONVEX<br>MIRRORS MOUNTED UNDER PRIMARY<br>MIRRORS                                 |                 |                |
| STANDARD SIDE/REAR REFLECTORS                                                                                     |                 |                |
| RH AFTERTREATMENT SYSTEM CAB ACCESS<br>WITH PLAIN DIAMOND PLATE COVER                                             |                 |                |
| COMPOSITE EXTERIOR SUN VISOR                                                                                      | 10              |                |
| 63X14 INCH TINTED REAR WINDOW                                                                                     |                 |                |
| TINTED DOOR GLASS LH AND RH WITH TINTED<br>NON-OPERATING WING WINDOWS                                             |                 |                |
| RH AND LH ELECTRIC POWERED WINDOWS,<br>PASSENGER SWITCHES ON DOOR(S)                                              | 4               |                |
| 1-PIECE SOLAR GREEN GLASS WINDSHIELD                                                                              |                 |                |
| 2 GALLON WINDSHIELD WASHER RESERVOIR<br>WITHOUT FLUID LEVEL INDICATOR, FRAME<br>MOUNTED                           |                 |                |
| WHITE WINTERFRONT                                                                                                 | 2               |                |

### Cab Interior

OPAL GRAY VINYL INTERIOR  
 MOLDED DOOR PANEL WITH UPPER VINYL  
 INSERTS  
 MOLDED DOOR PANEL WITH UPPER VINYL  
 INSERTS  
 BLACK MATS WITH SINGLE INSULATION  
 DASH MOUNTED ASH TRAYS AND LIGHTER  
 FORWARD ROOF MOUNTED CONSOLE WITH  
 UPPER STORAGE COMPARTMENTS WITHOUT  
 NETTING  
 IN DASH STORAGE BIN  
 (2) CUP HOLDERS LH AND RH DASH  
 GRAY/CHARCOAL FLAT DASH  
 SMART SWITCH EXPANSION MODULE  
 HEATER, DEFROSTER AND AIR CONDITIONER  
 STANDARD HVAC DUCTING

**Prepared for:**  
 SCRANTON MFG CO INC BB  
 101 STATE ST  
 SCRANTON, IA 51462  
 Phone: 712-652-3396

**Prepared by:**  
 A j Mccaffrey  
 I-STATE TRUCK CENTER  
 4801 HARBOR DRIVE  
 SIOUX CITY, IA 51111  
 Phone: 712-252-2714  
 E-Mail:  
 Aj.McCaffrey@istatetruck.com

| Description                                                                                                      | Weight<br>Front | Weight<br>Rear |
|------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH                                                                     |                 |                |
| STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES                                                                |                 |                |
| VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR                                                                      |                 |                |
| BINARY CONTROL, R-134A                                                                                           |                 |                |
| PREMIUM INSULATION                                                                                               |                 |                |
| SOLID-STATE CIRCUIT PROTECTION AND FUSES                                                                         |                 |                |
| 12V NEGATIVE GROUND ELECTRICAL SYSTEM                                                                            |                 |                |
| DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF                                             |                 |                |
| DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME                                                                    |                 |                |
| KEY QUANTITY OF 2                                                                                                |                 |                |
| LH AND RH ELECTRIC DOOR LOCKS                                                                                    |                 |                |
| (1) 12 VOLT POWER SUPPLY IN DASH                                                                                 |                 |                |
| BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 30              |                |
| 2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT                                                            | 20              |                |
| INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST                                                           | 2               |                |
| LH AND RH INTEGRAL DOOR PANEL ARMRESTS                                                                           |                 |                |
| BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER                                                                       |                 |                |
| BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER                                                                    |                 |                |
| BLACK SEAT BELTS                                                                                                 |                 |                |
| ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN                                                                  | 10              |                |
| 4-SPOKE 18 INCH (450MM) STEERING WHEEL                                                                           |                 |                |
| DRIVER AND PASSENGER INTERIOR SUN VISORS                                                                         |                 |                |

#### Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL  
 GRAY CENTER INSTRUMENT PANEL  
 ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS  
 BLACK GAUGE BEZELS

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| Description                                                                                  | Weight<br>Front | Weight<br>Rear |
|----------------------------------------------------------------------------------------------|-----------------|----------------|
| LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM                                           |                 |                |
| 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES                                             |                 |                |
| INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS                                    |                 |                |
| ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL                                   |                 |                |
| KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY |                 |                |
| ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED                 |                 |                |
| HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH                     |                 |                |
| 2 INCH ELECTRIC FUEL GAUGE                                                                   |                 |                |
| ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE                                                |                 |                |
| ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB                                             |                 |                |
| ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE                                                  |                 |                |
| 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE                                                    |                 |                |
| ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY                                   |                 |                |
| (1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP                                              | 10              |                |
| ELECTRIC ENGINE OIL PRESSURE GAUGE                                                           |                 |                |
| OVERHEAD INSTRUMENT PANEL                                                                    |                 |                |
| AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939                   | 10              |                |
| DASH MOUNTED RADIO                                                                           |                 |                |
| (2) RADIO SPEAKERS IN CAB                                                                    |                 |                |
| POWER AND GROUND WIRING PROVISION OVERHEAD                                                   |                 |                |
| CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION                               |                 |                |
| MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM                                      |                 |                |
| ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER                        |                 |                |

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| Description                                                                                                                            | Weight<br>Front | Weight<br>Rear |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| STANDARD VEHICLE SPEED SENSOR                                                                                                          |                 |                |
| ELECTRONIC 3000 RPM TACHOMETER                                                                                                         |                 |                |
| IGNITION SWITCH CONTROLLED ENGINE STOP                                                                                                 |                 |                |
| SIX ON/OFF ROCKER SWITCHES IN THE DASH<br>WITH INDICATOR LIGHTS; FOUR WIRE TO<br>CHASSIS AT BACK OF CAB, TWO UNWIRED,<br>LABEL ALL OPT |                 |                |
| WORK BRAKE WITH RETURN TO GEAR, AUTO<br>NEUTRAL, FOR DRIVE AXLE SERVICE BRAKES                                                         |                 |                |
| DIGITAL VOLTAGE DISPLAY INTEGRAL WITH<br>DRIVER DISPLAY                                                                                |                 |                |
| SINGLE ELECTRIC WINDSHIELD WIPER MOTOR<br>WITH DELAY                                                                                   |                 |                |
| MARKER LIGHT SWITCH INTEGRAL WITH<br>HEADLIGHT SWITCH                                                                                  |                 |                |
| ONE VALVE PARKING BRAKE SYSTEM WITH<br>DASH VALVE CONTROL AUTONEUTRAL AND<br>WARNING INDICATOR                                         |                 |                |
| SELF CANCELING TURN SIGNAL SWITCH WITH<br>DIMMER, WASHER/WIPER AND HAZARD IN<br>HANDLE                                                 |                 |                |
| INTEGRAL ELECTRONIC TURN SIGNAL<br>FLASHER WITH HAZARD LAMPS OVERRIDING<br>STOP LAMPS                                                  |                 |                |

## Design

PAINT: ONE SOLID COLOR

## Color

CAB COLOR A: L0006EY WHITE ELITE EY  
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS  
 PAINT  
 POWDER WHITE (N0006EA) FRONT  
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 POWDER WHITE (N0006EA) REAR  
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)  
 SUNVISOR PAINTED SAME AS CAB COLOR A  
 STANDARD E COAT/UNDERCOATING

## Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES  
 CABS AND GLIDER KITS

## Secondary Factory Options

NO TIRE INFLATION DEVICE/SYSTEM  
 CORPORATE PDI CENTER IN-SERVICE ONLY

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| Description                                                                 | Weight<br>Front | Weight<br>Rear |
|-----------------------------------------------------------------------------|-----------------|----------------|
| <b>Raw Performance Data</b>                                                 |                 |                |
| CALCULATED EFFECTIVE BACK OF CAB TO<br>REAR SUSPENSION C/L (CA) : 139.13 in |                 |                |

## T O T A L   V E H I C L E   S U M M A R Y

| <b>Weight Summary</b>       |                 |                |                 |
|-----------------------------|-----------------|----------------|-----------------|
|                             | Weight<br>Front | Weight<br>Rear | Total<br>Weight |
| Factory Weight <sup>+</sup> | 7087 lbs        | 4488 lbs       | 11575 lbs       |
| Total Weight <sup>+</sup>   | 7087 lbs        | 4488 lbs       | 11575 lbs       |

|                                                                                     |  |  |  |
|-------------------------------------------------------------------------------------|--|--|--|
| <b>Extended Warranty</b>                                                            |  |  |  |
| TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING<br>COVERAGE \$550 CAP FEX APPLIES |  |  |  |

(+) Weights shown are estimates only.

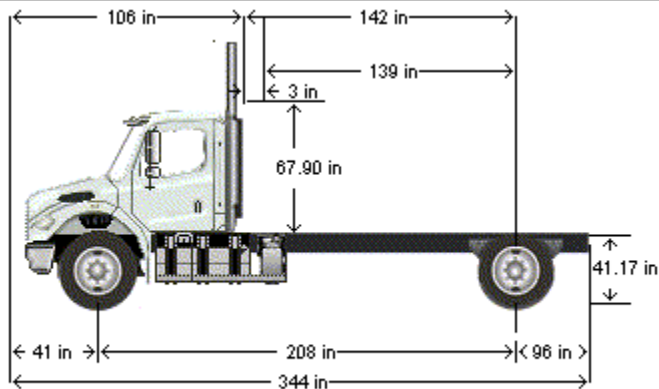
If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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## DIMENSIONS



## VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model ..... M2106  
 Wheelbase (545) ..... 5275MM (208 INCH) WHEELBASE  
 Rear Frame Overhang (552) ..... 2425MM (95 INCH) REAR FRAME OVERHANG  
 Fifth Wheel (578) ..... NO FIFTH WHEEL  
     Mounting Location (577) ..... NO FIFTH WHEEL LOCATION  
     Maximum Forward Position (in) ..... 0  
     Maximum Rearward Position (in) ..... 0  
     Amount of Slide Travel (in) ..... 0  
     Slide Increment (in) ..... 0  
     Desired Slide Position (in) ..... 0.0  
 Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
 Sleeper (682) ..... NO SLEEPER BOX/SLEEPER CAB  
 Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE



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## TABLE SUMMARY - DIMENSIONS

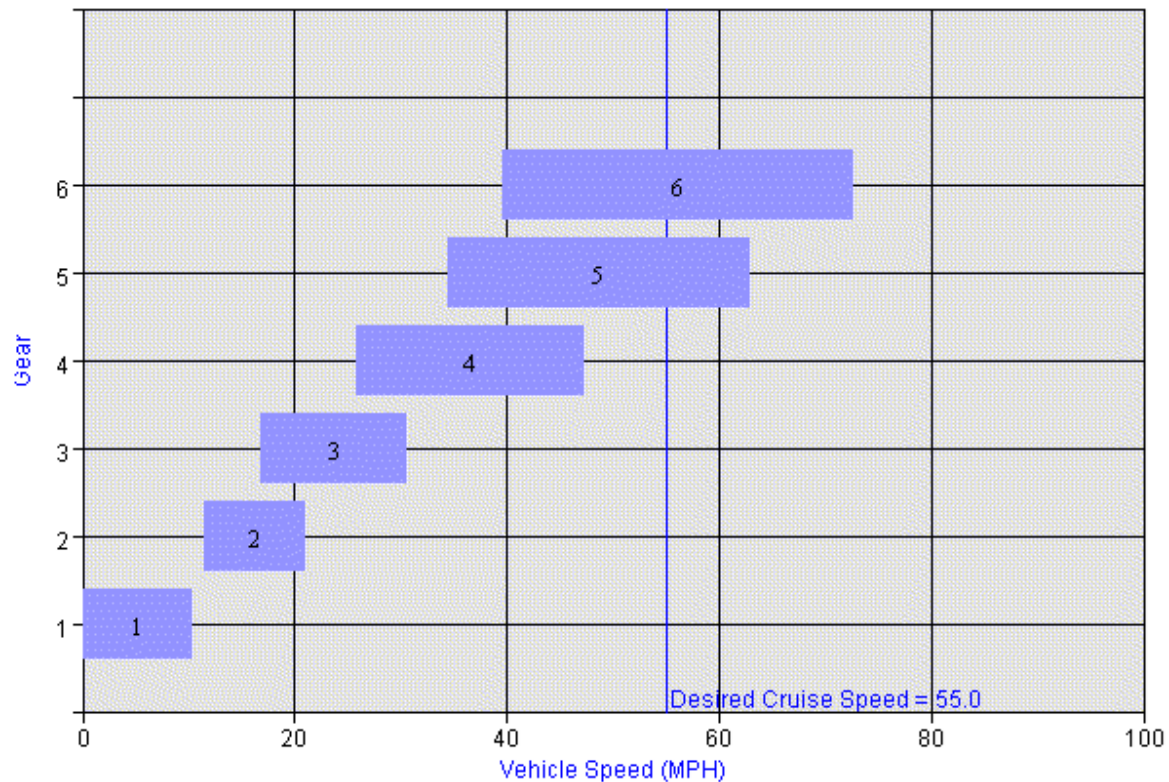
| Dimensions                                                         | Inches |
|--------------------------------------------------------------------|--------|
| Bumper to Back of Cab (BBC)                                        | 106.3  |
| Bumper to Centerline of Front Axle (BA)                            | 40.7   |
| Front Axle to Back of Cab (AC)                                     | 65.6   |
| Min. Cab to Body Clearance (CB)                                    | 3.0    |
| Back of Cab to Centerline of Rear Axle(s) (CA)                     | 142.1  |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 139.1  |
| Back of Cab Protrusions (Exhaust/Intake) (CP)                      | 2.0    |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)             | 0.0    |
| Back of Cab Protrusions (CNG Tank)                                 | 0.0    |
| Back of Cab Clearance (CL)                                         | 3.0    |
| Back of Cab to End of Frame                                        | 237.6  |
| Cab Height (CH)                                                    | 67.9   |
| Wheelbase (WB)                                                     | 207.7  |
| Frame Overhang (OH)                                                | 95.5   |
| Overall Frame Length                                               | 342.2  |
| Overall Length (OAL)                                               | 343.9  |
| Rear Axle Spacing                                                  | 0.0    |
| Unladen Frame Height at Centerline of Rear Axle                    | 41.2   |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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## OPERATING RANGE



### VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Model ..... M2106  
 Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
 Desired Cruise Speed (mph) ..... 55.0

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Engine (101)..... CUM L9 300 HP @ 2200 RPM, 2200 GOV RPM, 860 LB-FT @ 1200 RPM, REFUSE  
RPM at Peak Torque ..... 1200  
Governed RPM..... 2200  
Transmission (342)..... ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION  
Gear Ratio: LL ..... N/A  
Gear Ratio: L ..... N/A  
Gear Ratio: 1 ..... 4.59  
Gear Ratio: 2 ..... 2.25  
Gear Ratio: 3 ..... 1.54  
Gear Ratio: 4 ..... 1  
Gear Ratio: 5 ..... 0.75  
Gear Ratio: 6 ..... 0.65  
Gear Ratio: 7 ..... N/A  
Gear Ratio: 8 ..... N/A  
Gear Ratio: 9 ..... N/A  
Gear Ratio: 10 ..... N/A  
Gear Ratio: 11 ..... N/A  
Gear Ratio: 12 ..... N/A  
Gear Ratio: 13 ..... N/A  
Gear Ratio: 14 ..... N/A  
Gear Ratio: 15 ..... N/A  
Gear Ratio: 16 ..... N/A  
Gear Ratio: 17 ..... N/A  
Gear Ratio: 18 ..... N/A  
Auxiliary Transmission (352)..... NO AUXILIARY TRANSMISSION  
Low Gear Ratio..... N/A  
High Gear Ratio..... N/A  
Transfer Case (373)..... NO TRANSFER CASE  
Low Gear Ratio..... N/A  
High Gear Ratio..... N/A  
Rear Axle (420) ..... RS-23-161 23,000# R-SERIES SINGLE REAR AXLE  
Number of Speeds..... 1  
Rear Axle Gear Ratio(s)..... 5.63 REAR AXLE RATIO  
Rear Tires (094) ..... MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES  
Revolutions per Mile ..... 496

#### TABLE SUMMARY - OPERATING RANGE

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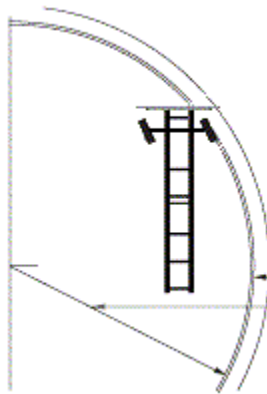
| Transmission Gear | Transmission Gear Ratio | Rear Axle Ratio | Overall Gear Ratio | Minimum Speed (MPH) | Maximum Speed (MPH) |
|-------------------|-------------------------|-----------------|--------------------|---------------------|---------------------|
| 1                 | 4.59                    | 5.63            | 25.84              | 0                   | 10.3                |
| 2                 | 2.25                    | 5.63            | 12.67              | 11.5                | 21.0                |
| 3                 | 1.54                    | 5.63            | 8.67               | 16.7                | 30.7                |
| 4                 | 1.00                    | 5.63            | 5.63               | 25.8                | 47.3                |
| 5                 | 0.75                    | 5.63            | 4.22               | 34.4                | 63.0                |
| 6                 | 0.65                    | 5.63            | 3.66               | 39.7                | 72.7                |

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## TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your C&E representative.

|                            | Dimensions | Tolerance |
|----------------------------|------------|-----------|
| Wall to Wall Diameter (ft) | 57.4       | +/- 3.0   |
| Curb to Curb Diameter (ft) | 55.7       | +/- 3.0   |
| Turning Radius (ft)        | 27.4       | +/- 1.5   |

## VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model ..... M2106  
 Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
 Wheelbase (545) .....5275MM (208 INCH) WHEELBASE  
 Front Tires (093)..... MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES  
     Width (in) ..... 11.2  
 Front Axle (400).....MFS-10-143A 10,000# FF1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE  
     Kingpin Intersection (in) ..... 71.5  
 Bumper (556) ..... THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS  
     Width (in) ..... 93.5  
     Bumper Miter to Front Axle (in) ..... 21.458  
 Primary Steering Location (003) ..... LH PRIMARY STEERING LOCATION  
 Steering Gear (536) .....TRW THP-60 POWER STEERING  
     Dual Steering Gear .....NONE  
     Ram.....NONE  
 Rear Axle (420) ..... RS-23-161 23,000# R-SERIES SINGLE REAR AXLE  
 Axle Spacing (624) .....NO AXLE SPACING

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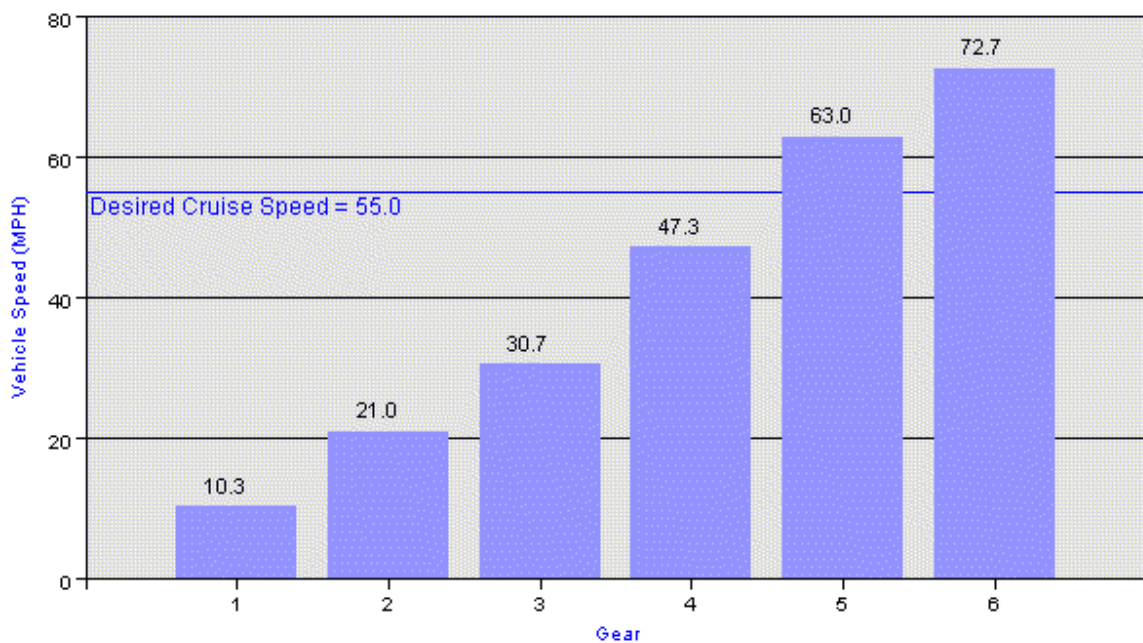
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## OPERATING SPEED



Rear Axle Ratio = 5.63

Engine RPM = 2200

### VEHICLE SPECIFICATIONS SUMMARY - OPERATING SPEED

Model ..... M2106  
 Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
 Top Speed (mph)..... 72.7

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Engine RPM ..... 2200.0  
 Desired Cruise Speed (mph) ..... 55.0  
 Engine (101)..... CUM L9 300 HP @ 2200 RPM, 2200 GOV RPM, 860 LB-FT @ 1200 RPM, REFUSE  
     Governed RPM..... 2200  
 Transmission (342)..... ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION  
 Rear Axle (420) ..... RS-23-161 23,000# R-SERIES SINGLE REAR AXLE  
     Number of Speeds..... 1  
     Rear Axle Gear Ratio(s)..... 5.63 REAR AXLE RATIO  
 Rear Tires (094) ..... MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES  
     Revolutions per Mile ..... 496  
 Auxiliary Transmission (352)..... NO AUXILIARY TRANSMISSION  
     High Gear Ratio..... N/A  
     Low Gear Ratio..... N/A  
 Transfer Case (373)..... NO TRANSFER CASE  
     High Gear Ratio..... N/A  
     Low Gear Ratio..... N/A

#### TABLE SUMMARY - OPERATING SPEED

| Transmission Gear                                | Transmission Gear Ratio | Overall Gear Ratio | Vehicle Speed (MPH) |
|--------------------------------------------------|-------------------------|--------------------|---------------------|
| 1                                                | 4.59                    | 25.84              | 10.3                |
| 2                                                | 2.25                    | 12.67              | 21.0                |
| 3                                                | 1.54                    | 8.67               | 30.7                |
| 4                                                | 1.00                    | 5.63               | 47.3                |
| 5                                                | 0.75                    | 4.22               | 63.0                |
| 6                                                | 0.65                    | 3.66               | 72.7                |
| Desired Cruise Speed (mph)                       |                         |                    | 55.0                |
| Engine RPM                                       |                         |                    | 2200                |
| Rear Axle Ratio                                  |                         |                    | 5.63                |
| *Blue background represents value input by user. |                         |                    |                     |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



**Quote****Arkansas Municipal Equipment**

14263 Highway 270 west  
Poyen, Arkansas 72128  
501 425 1567 \*\* daniel ellison@yahoo.com \*\*

To: City Of Fayetteville AR  
1525 S Happy Hollow RD  
Fayetteville AR 72701  
[Sourcewell Member# 34143](#)

QUOTE:#FAYARFLPB2023

Date: March 1st 2023

AR Dealer # M 8116

Sourcewell Contract # 112014-NWY

| Qty       | Description                                 | Each          | Total         |
|-----------|---------------------------------------------|---------------|---------------|
| 1.00      | 2023 Peterbilt 520                          | \$ 369,435.00 | \$ 369,435.00 |
|           | 40yd New Way Mammoth                        |               | \$ -          |
|           | Per Bid Spec                                |               | \$ -          |
|           |                                             |               | \$ -          |
|           | Delivery Date 120-180 Days After Receipt    |               | \$ -          |
|           | Of Order                                    |               | \$ -          |
|           |                                             |               | \$ -          |
| 1.00      | ATD Discount                                | \$ (5,579.00) | \$ (5,579.00) |
|           |                                             |               | \$ -          |
| 1.00      | 5 Year 200,000 Engine & After treatment     | \$ 4,250.00   | \$ 4,250.00   |
| 1.00      | 5 Year Allison Transmsisson                 | \$ 1,755.00   | \$ 1,755.00   |
| 1.00      | 2 Year Basic Service Peterbilt              | \$ 2,005.00   | \$ 2,005.00   |
| 1.00      | 5 Year Cylinder Warranty                    | \$ 4,175.00   | \$ 4,175.00   |
| 1.00      | 5 Year Body Warranty                        | \$ 4,990.00   | \$ 4,990.00   |
| 1.00      | sweeper on canopy, TG Seal Extension,       | \$ 8,654.00   | \$ 8,654.00   |
|           | Access Lader with prox, Caution decal,      |               | \$ -          |
|           | Hyd Tank Heater and quick connetcts         |               | \$ -          |
|           | Upgrade Joy Stick, Canopy Drain, lights for |               | \$ -          |
|           | packer, top door, acess door, Front cover   |               | \$ -          |
| Subtotal  |                                             |               | \$ 389,685.00 |
| Sales tax |                                             |               |               |
| Freight   |                                             |               |               |
| Total     |                                             |               | \$ 389,685.00 |

Daniel Ellison  
Phone: 501 425 1567  
Email: daniel ellison@yahoo.com  
www.ametrucks.com

## FRONT LOAD REFUSE COLLECTION TRUCK

Quotes must include:

Purchasing Co-op name and contract number

Model numbers and pricing on roller and all attachments individually

Note any deviations to specifications

***Contract name; Sourcewell***

***Contract # 112014-NWY***

***Chassis; Make / Model Peterbilt 520***

***Body; Make / Model New Way Mammoth***

***Thermal Insulation add-on (option) N/A***

***Soundproof Insulation add-on (option) N/A***

***Delivered Price each unit, \$ X 1 = total \$ 389,685.00***

***Calendar days from PO to delivery, 120-180 Days***

## FRONT LOAD REFUSE COLLECTION TRUCK

### 1. *GENERAL -*

- 1.1 All unit(s) bid must meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award. Yes
- 1.2 All specifications written are to minimums, unless otherwise noted. Yes
- 1.3 Damages of \$100 per day, per vehicle will be assessed by the City to cover additional costs of running older equipment, beginning on the first day following the guaranteed delivery date and each day thereafter until full delivery is made.
- 1.4 The City of Fayetteville requires the frontload unit to pack on the go up to 20 mph while going from stop to stop. Any pump protection /overspeed programming needs to be set to allow the city to achieve the pack on the go feature for productivity purposes.
- 1.5 Primary vendor will be responsible for all warranty issues. The primary vendor is the one to whom the check is issued. Yes

### 2. *MANUFACTURER / MODEL -*

- 2.1 Unit(s) bid must be new and of the latest standard production model as offered for commercial trade.

### 3. *ITEM 1 – DIESEL TRUCK CAB AND CHASSIS*

- 3.1 ENGINE:
  - a. Y Cummins model ISL-370. 1250 ft lbs of torque (if not this model please include software and three years of updates plus training cost for 5 techs within price of bid)
  - b. Y Six (6) cylinder in-line turbo-charged diesel with DEF system
  - c. Y 110 VAC engine block heater w/exterior plug mounted near driver's door or in front bumper
  - d. Y OEM shutdown system for engine oil pressure and overheating of cooling system equipped with a dash mounted "Engine Shutdown" light indicator
  - e. Y Heated fuel/water separator
  - f. Y Frame mounted vertical exhaust with heat diffuser to direct exhaust away from cab and bed
  - g. Y Spin on Fuel, Water and Oil Filters mounted in such a manner for easy accessibility
  - h. Y Trash guard to be mounted over Turbo Charger and all exposed exhaust components
  - i. Y Engine to run on 20% Bio Diesel Fuel

## FRONT LOAD REFUSE COLLECTION TRUCK

- j. Y Compression type engine brake system
- k. N Idle set to 6 minute shut off

### 3.2 TRANSMISSION / DRIVETRAIN:

- a. X 6 speed Allison automatic model 4500 RDS 3000 RDS
- b. Y Auto neutral programming provided
- c. Y Heavy duty drive shaft and u-joints

### 3.3 STEERING:

- a. Y Hydraulic power steering
- b. Y Standard steering wheel
- c. Y Ergonomic/adjustable steering wheel position
- d. Y Stops adjusted for maximum steering angle

### 3.4 BRAKES:

- a. Y Air brakes w/18 cfm compressor. Compressor air intake shall be common with engine air intake.
- b. Y Bendix AD-IS heated air dryer mounted to outside of frame
- c. Y Four (4) rear axle mounted spring actuated parking brakes
- d. N Air disc brakes on all axles, Bendix or equal
- e. Y Air tank drains to be run individually and run to driver side and installed in a bank with petcocks for ease of Driver operation. Fleet will approve location.

### 3.5 FRONT AXLE & SUSPENSION:

- a. Y 20,000# axle capacity rating
- b. Y 20,000# leaf spring suspension
- c. Y Double acting shock absorbers

### 3.6 REAR AXLES & SUSPENSION:

- a. Y 46,000 lbs rated suspension
- b. Y Acceptable suspensions: Hendrickson HaulMaax HMX460 rubber suspension. Axles are to have a minimum 54" spacing.
- c. Y Eaton or Meritor tandem axles with a combined rating of 46,000 lbs
- d. N Live tandem drive with power divider on front drive axle
- e. Y Rear axles with differential lock controlled from cab
- f. Y Ratio to provide no less than 60 mph nor more than 65 mph at governed engine rpm

### 3.7 GROSS VEHICLE WEIGHT RATING:

- a. Y 66,000 Pounds GVWR

## FRONT LOAD REFUSE COLLECTION TRUCK

### 3.8 WHEELS/TIRES:

- a. Y Front – (2) hub piloted bright unpolished aluminum disc wheels
- b. Y Front – (2) Bridgestone or equivalent Goodyear, Firestone, Michelin;  
Manufactures standard to meet weight of vehicle; Max Traction tread  
tubeless steel belted radials.
- c. Y Rear (8) hub piloted bright unpolished aluminum disc wheels
- d. Y Rear – (8) Bridgestone or equivalent Goodyear, Firestone, Michelin;  
Manufactures standard to meet weight of vehicle; Max Traction tread  
tubeless steel belted radials.

### 3.9 ELECTRICAL SYSTEM:

- a. Y 12 volt, 160 amp alternator
- b. Y Three (3) 12 volt sealed maintenance free batteries 2850 CCA minimum
- c. Y Voltmeter
- d. Y Engine oil pressure gauge
- e. Y Coolant temperature gauge
- f. Y Transmission temp gauge
- g. Y Fuel level gauge
- h. Y M.P.H. speedometer
- i. Y Mileage odometer
- j. Y Intermittent windshield wipers w/electric washer pump and reservoir
- k. Y Self-canceling turn signal switch
- l. Y Lighting to comply with all state and federal regulations
- m. Y All circuit loads shall be controlled by 2 post battery shut off located next  
to battery box drivers' side.
- n. Y A body junction box will be located behind cab and will have the following  
systems: marker lights, tail lights, right turn, left turn, stop lights, back-up  
lights and back up horn. The box will have stud connections.

### 3.10 CAB:

- a. Y Cab over engine
- b. Y Tilt cab with hydraulic tilt and Air assist
- c. Y Driver's high back air suspension seat
- d. Y High back passenger seat
- e. Y Seat belts for two (2)
- f. Y Fresh air heater and defroster
- g. Y Factory installed air conditioning – must maintain 20 degree F.  
temperature drop to 100 degree ambient temperature.
- h. Y Dual sun visors
- i. Y Dual west coast type mirrors, heated, motorized remote adjustable, with  
three, 8" bolt on heated spot mirrors. 1 ea. above and below left side, 1  
below mirror right side
- j. Y Dual air horns
- k. Y OEM installed AM/FM Radio
- l. Y Tinted glass

## FRONT LOAD REFUSE COLLECTION TRUCK

- m. Y Roll down windows to bottom of window frame
- n. Y Cab entry handle and safety step at each of the two (2) doors
- o. Y Forward facing camera with recording device

### 3.11 FRAME:

- a. Y Frame rails steel channel painted black, assembled with Huck fasteners.
- b. Y Provision for front mounted, engine driven hydraulic pump
- c. Y Successful vendor shall be responsible to coordinate chassis and body to provide shortest wheelbase providing proper mounting and weight distribution.
- d. Y Frame and body combination shall not exceed 13' 6" maximum height
- e. Y Painted steel front bumper
- f. Y Two (2) tow hooks or single tow loop fully braced to the chassis frame
- g. Y Successful vendor shall be responsible to coordinate chassis and body to provide best location of frame mounted tanks and accessories.

### 3.12 FUEL TANK:

- a. Y Minimum Seventy five (75) gallon aluminum safety tank
- b. Y Frame mount, right hand preferred

### 3.13 COLOR:

- a. Y Exterior color – White Imron Elite Paint System
- b. Y Interior color - Grey

## 4. *ITEM 2—FRONT LOAD SOLID WASTE COLLECTION BODY SPECIFICATIONS -*

### 4.1 BODY CAPACITY:

- a. Y 40 cubic yard:
  - Twelve cubic yard hopper
  - Twenty-two cubic yard body
  - Six cubic yard tailgate
- b. Y To collect 26,000 pounds 3 times per day of Municipal solid waste
- c. Y Height above frame 120" maximum
- d. Y Maximum mounted height not to exceed 13' 6" overall height.

### 4.2 BODY CONSTRUCTION:

- a. Y Packer body will have a two year warranty to include any defects in materials and workmanship; sides, rails, top, tailgate frame, welds, seams, plumbing and all Switches and Controls that work the body.
- b. Y The structural integrity of the body shall allow high density loading of 26,000 lbs three (3) times a day
- c. N Body side walls shall be one piece, 3/16 inch Hardox 450, curved to enhance strength
- d. Y Body Roof shall be one piece, 1/8 AR 400 8 ga Hardox 450, curved to enhance

## FRONT LOAD REFUSE COLLECTION TRUCK

- strength
- e. Y Body floor shall be one piece, 3/16 inch Hardox 450, curved to enhance strength
- f. Y Hopper side walls to be curved, one piece, 3/16 inch Hardox 450
- g. Y Hopper floor to be one piece, ¼ inch, Hardox 450
- h. Y Hopper floor shall be strong enough to sustain drops of 8,000 lb. loads
- i. X Hinged type access door on curb side to be 3/16" Hardox 450 Sliding Fiber Glass
- j. X Access door 32"x 39" min. with interlock to cancel all hydraulic functions when door is open.
- k. Y Clean out sump, 18 gal capacity with sealed door on left side, with chute so no garbage will fall on battery box, fuel tank or hydraulic tank when cleaning out area.
- l. Y Body long sills, 6 X 2 X ¼" of 50,000 psi steel
- m. Y Front bolsters are to be ¼" HSS tubing, 4" X 7"
- n. Y Rear bolsters are to be ¼" 50W steel, 10 ¼" X 7 ½"
- o. Y Front wall of body shall be fenced with perforated steel and aluminum to prevent material from falling on the engine, transmission and exhaust system
- p. Y Front wall side fences are to be 12 ga steel and center fence to be 1/8" aluminum
- q. Y Safety grip ladder with fold down step mounted right side for access to body roof. Install a safety cut off system to disable hydraulic system when ladder is down.
- r. Y Ladder must not extend more than 6' above body
- s. Y Mud flaps in front and rear of the tandem axles **(No advertisement logos).**
- t. Y Entire body must be completely cleaned (ex. dirt, oil, slag, etc...) prior to priming. Body will have no skip welding.
- u. Y Body to be primed with Imron Elite and final color to be White Imron Elite with final finish baked on.

### 4.3 REAR TAILGATE:

- a. Y Hydraulically operated bustle type tailgate with automatic lock mechanism including roller on lock pins to avoid friction wear.
- b. Y Rubber seal at bottom to height of 42" shall form water tight seal
- c. Y No vertical movement of tailgate against seal while opening
- d. Y Greaseable hinge pins with fittings and hoses to allow daily maintenance from ground level
- e. Y Tailgate rear wall shall be one piece 8 ga Hardox 450 with 175,000 lb. yield strength
- f. Y Tailgate sides shall be 10 ga with 80,000 lb. yield strength.
- g. Y Tailgate shall be operated by cab mounted rocker switch with lockout to prevent accidental activation
- h. Y Cab mounted warning light and audible alarm shall warn of unlocked tailgate

## FRONT LOAD REFUSE COLLECTION TRUCK

- i. Y Tailgate shall be lifted by two hydraulic cylinders with flow restrictors to limit sudden decent
- j. Y Approved under ride guard bolted to bottom of door to be clear of refuse during load ejection
- k. Y Tailgate will have a two (2) year warranty to include; locks, hinges and structure
- l. Y Tailgate safety prop shall be provided

### 4.4 PACKER BLADE:

- a. Y Shall fully eject material to rear edge of body floor
- b. Y Shall be plow shape to improve compaction and redirect material to limit overflow behind packer.
- c. Y Shall have 12" shelf on top rear of packer blade with wiper mounted on front body framework to redirect material into hopper and limit overflow behind packer.
- d. Y Upper packer face shall be 8 ga. Hardox 450
- e. Y Lower packer face plate ¼" Hardox 450
- f. Y Packer blade is full height and reinforced with a combination of structural members for maximum rigidity
- g. Y Maximum packing cycle 20 seconds
- h. Y Compaction shall be accomplished by two (2) double acting hydraulic cylinders
- i. Y Packer cylinder rods to be Nitrated with shavers to protect cylinders and seals
- j. Y Packer cylinder attached with 2 ½" pins, made of CR1045 steel
- k. Y Cylinder pins attached with split type blocks, bolted for easy service and maintenance
- l. Y Packer rail made of 3/8" Hardox 500 with chromium overlay
- m. Y Lower packer wear shoes of 3/8" Chromium Carbide
- n. Y Side wear shoes ¾" thick, 50W steel
- o. Y Upper wear shoes 3/16" thick, 50W steel
- p. Y Packer will operate with 2750 psi max hydraulic pressure
- q. Y The packer blade shall have a two year warranty

### 4.5 HOPPER DOOR:

- a. Y Top hopper loading area opening shall be 80 X 92 inches
- b. Y Top door shall be curved 10 ga material and slide horizontally to open
- c. Y Hopper door activated by one double acting cylinder with 92 inch stroke
- d. Y Hopper door cycle time = 11 seconds
- e. Y Hopper to be designed to accommodate two (2) cubic yard through eight (8) cubic yard containers
- f. Y The hopper cylinder support shall be located away from lids opening while being dumped



## FRONT LOAD REFUSE COLLECTION TRUCK

- g. Y Operation shall be accomplished by a toggle switch in the cab
- h. Y The hopper door shall have a two year warranty

### 4.6 CAB PROTECTOR:

- a. Y Full width cab protector shall fully cover cab and prevent dripping onto windshield, sides or doors. Shall have gutter system to return refuse liquids inside hopper and keep cab clean. Folding extension to allow cab to be tilted without raising body.
- b. Y Cab protector shall be made of 12 ga steel
- c. Y Cab protector shall have a curved shape to allow use of canopy sweeper to sweep material on top of protector back into the hopper
- d. Y Two (2) LED work lights mounted under cab protector, to illuminate containers and contents while on the ground

### 4.7 HYDRAULIC SYSTEM:

- a. Y Reservoir working capacity shall be 50 gallons, recommended frame mounted opposite side of fuel tank with a male (Parker H6-63) and female (Parker H6-62) quick disconnect to allow filtering of oil
- b. Y Reservoir shall have sight gauge for oil level and temperature installed in such a manner for easy viewing and away from battery box
- c. Y Shut off valve to service system without draining, check valve installed in return line and magnetic drain plug
- d. Y Suction line strainer is 100 mesh (140 Micron)
- e. Y Replaceable cartridge type return filter, mounted in tank, with 7 micron nominal rating and filter indicator.
- f. Y All hoses shall be double wire braid with crimped fittings and nylon wrap to prevent chafing. NO push lock hoses with clamps allowed.
- g. Y Hydraulic tubing to be used where flexibility is not needed
- h. Y All hydraulic tubing to be securely clamped to prevent vibration, abrasion and excessive noise.
- i. Y System shall be capable of continuous operation at 110 F. degrees ambient temperature without use of external coolers
- j. Y Hydraulic system relief pressure, 2750 PSI
- k. Y Quick disconnect fittings installed at test ports for hydraulic testing
- l. Y No slip-on hose permitted within the hydraulic system.
- m. Y Hydraulic system must be fully functional at speeds up to 30 mph to allow packer to sweep refuse from hopper while moving to next container.
- n. Y Automatically advance throttle with PTO on and transmission in neutral.
- o. Y Hydraulic system must maintain flow to tank to prevent overheating of hydraulic pump
- p. Y Independent light on dash to show pump is engaged
- q. Y Front mounted, engine driven Hydraulic pump
- r. N Hydraulic valves and main electronics will be located within reach of technicians while standing on the ground or sitting within cab.

## FRONT LOAD REFUSE COLLECTION TRUCK

### 4.8 SERVICE LIFT:

- a. Y An independent 12 volt electric driven hydraulic pump and reservoir shall be provided to lift body 30" for ease of servicing
- b. Y Controls located on service hoist with safety lock to prevent accidental activation
- c. Y Pressure relief valve to protect hydraulic lift system
- d. Y Body shall be securely mounted with a pivot hinge at rear of chassis frame. Guides shall be provided at front of body to securely align body to chassis frame.
- e. Y Double cylinders shall be capable of lifting fully loaded body.
- f. Y Safety support stands on each side of chassis for servicing under the body, must support fully loaded body
- g. Y Spring loaded lock to keep support stands in place while not in use

### 4.9 LIFT ARMS / FORKS:

- a. Y Lifting mechanism will have a minimum lifting capacity of 8,000 lbs.
- b. Y Lift arms must be structurally capable of lifting 10,000 lbs.
- c. Y Lift arms shall not touch ground when lowered
- d. Y Arms must be of the bolt on type
- e. Y Torque tube (arm) will be 5/8" thick and 4 1/2" diameter
- f. Y Torque tube supported on each side by two support bearings. Contacts are grease lubricated steel on steel
- g. Y Arms will come with a full two (2) year warranty
- h. Y Lift arms will be operated by two hydraulic cylinders
- i. N Full speed dump cycle to be complete while truck is in idle
- j. Y Dock style bumpers installed on each side of body in addition to hydraulic deceleration valve to cushion lifting action
- k. y Lift arms shall not obstruct cab doors at any point of lift cycle
- l. y Forks will be operated by two hydraulic cylinders
- m. y Heavy duty forks, 1 1/2" thick with 100,000 lbs yield strength
- n. y Forks to be 56" long with 75 1/2" inside width
- o. y Fork torque tube 1/2" thick and 3 1/2" diameter made of HSS tubing
- p. y Rubber bumpers mounted to torque tube to cushion containers, 2 thru 8 cubic yard
- q. y Canopy sweeper to be mounted on horizontal tube of lift arms to sweep material into hopper that has fallen onto canopy.

### 4.10 CONTROLS / INTERLOCK / WARNING:

- a. y Forks & arms shall be controlled by four function joy stick control (no auto dump)
- b. Y Push buttons on joystick for auto pack, sweep and retract.
- c. y Tailgate is activated by an electric rocker switch
- d. y Top door is activated by an electric rocker switch

## FRONT LOAD REFUSE COLLECTION TRUCK

- e. Y Packer is activated by electric push buttons. Must be color coded and include pack, retract, and emergency stop
- f. Y Limits & interlocks shall be controlled by proximity type switches
- g. Y Safety interlock shall prevent arm movement if top door is not fully open
- h. Y Arms will not move above canopy when packer panel is not in home position
- i. Y Eject system shall operate only when rear door is fully open and console safety button is held down by operator
- j. Y Hydraulic pump shall not operate when body access door is open
- k. Y Warning light and buzzer shall warn when tailgate is not fully closed and locked
- l. Y Warning light when the top door is open
- m. Y Warning light when packer panel is not in home position
- n. Y Warning light when access door is open
- o. Y Emergency stop button will stop all body functions

### 4.11 LUBRICATION:

- a. Y All body hinges, cylinder rod ends, cylinder base, trunnion and pivot points shall be supplied with grease fittings
- b. Y Centralized grease block by access door for packer cylinder pins
- c. Y All lube points will be accessible to driver while standing on ground

### 4.12 ELECTRICAL:

- a. Y Proximity switches are to be protected by stainless steel covers
- b. Y Body operated by multiplex control system, one master module and several slave modules
- c. Y Master module to control all functions and monitor conditions of lesser modules
- d. Y Each module to be dedicated to specific functions in its area
- e. Y In cab display shows real time system status and integrated functions
- f. Y Multiplex J1939 network communication with engine and transmission to provide information like; selected gear, current gear, road speed, engine RPM
- g. Y Multiplex system provides I/O status of body features for trouble shooting and safety; Packer, top door, tailgate, access door, arms/forks
- h. Y Multiplex system allows overriding of electronic protections in case of emergency
- i. Y Multiplex provides flexibility for additional functions and interlocks
- j. Y System modules outputs are electronically protected against overloads

### 4.13 BODY LIGHTING:

- a. Y Lighting shall comply with requirements of FMVSS#108
- b. Y Two (2) red 4.0" LED brake/marker lights, two (2) red 4.0" LED turn/marker lights and two (2) 4.0" white LED reverse lights shall be

## FRONT LOAD REFUSE COLLECTION TRUCK

- rubber grommet mounted in the rear of the body tailgate under ride structure
- c.   X   Two (2) red 4.0" LED brake/marker lights and two (2) amber 4.0" LED turn/marker lights shall be rubber grommet mounted in the top rear of the body tailgate
- d.   X   Rubber grommet mounted LED side marker lights
- e.   X   Rubber grommet mounted LED turn signal mounted low near middle of body
- f.   X   All wiring shall be in protective conduit or loom
- g.   X   All wiring connections shall have permanent waterproof connectors. "Scotch-Lock" or other non-water tight connectors are unacceptable.
- h.   X   80 dba backup alarm located rear cross frame of vehicle and one upper tailgate built with shield for protection from tree limbs
- i.   X   One amber strobe light mounted center portion of tailgate bustle, operated by dash mounted rocker switch
- j.   Y   LED flood light mounted low on each side of body, activated with backup light
- k.   Y   Two LED flood light lights mounted upper portion of tailgate to shine down and rearward, activated with backup lights.
- l.   Y   Safety Vision 5.5" color camera system or approved equal video monitor with rear mounted camera shall provide clear view to rear of truck when backing
- m.   Y   Additional camera in hopper area to view packer function and refuse coming over top. May use same monitor as backup camera system.
- n.   Y   Light mounted inside body to illuminate packer blade area. Light mounted to left side mirror bracket to illuminate container in lifted and dump position. These lights to work by turning on and off a switch mounted on dash.
- o.   Y   NO exposed electrical lines or valves on the roof

### 4.14 MISCELLANEOUS:

- a.   Y   One (1) tool box to be 20" long x 14" deep mounted horizontally to frame and door must open down toward the ground. Door must have safety chain on each side of door. Tool box must be mounted to frame.
- b.   Y   One (1) Heavy Duty fire extinguisher bracket and 20 lb. ABC fire extinguisher to be mounted to body.
- c.   Y   Broom and shovel kit installed on back side of packer panel
- d.   Y   All body lights are to be LED
- e.   Y   A Decal 24"x 75" to read "Caution vehicle stops often and backs frequently". Part # 99-045-dv will be mounted on the lower half of tail gate

## FRONT LOAD REFUSE COLLECTION TRUCK

### 5. **WARRANTY: circle Yes or No (no exception or interpretation)**

- 5.1 ~~X~~Yes No Cab and chassis will be warranted for 3 years/150,000 miles or the manufacturer's standard warranty, whichever is **greater**.
- 5.2 ~~X~~Yes No Allison transmission shall be warranted for five (5) years
- 5.3 ~~Y~~ Yes No Engine to include injectors, turbo, DEF system and drive axles shall be warranted for 5 five years/ 200,000 miles or the manufacturer's standard warranty, whichever is **greater**.
- 5.4 ~~Y~~ Yes No Refuse Body, Accessories, Paint and Installation will be warranted for 2 years or the manufacturer's standard warranty, whichever is **greater**.
- 5.5 ~~Y~~ Yes No Drive axle components shall be warranted to five (5) years/200,000 miles or the manufacturer's standard warranty, whichever is **greater**.
- 5.6 ~~Y~~ Yes No Refuse body Hydraulic Pump, hydraulic cylinders and valves shall be warranted for three (3) years. Successful vendor shall maintain one of each cylinder in stock at City of Fayetteville and authorize the City to perform warranty exchange with reimbursement of reasonable shop labor costs.
- 5.7 ~~Y~~ Yes No Warranty shall include all parts, labor, and transportation to the location of the warranty administrator. Warranty does not cover next day air shipping
- 5.8 ~~Y~~Yes No Successful vendor shall be responsible for warranty administration of entire unit.
- 5.9 Each unit shall be delivered with the following warranty documents which shall be placed into effect upon the first day of final acceptance of each unit:
- a. ~~Y~~ Manufacturer's warranty which shall be honored at any local manufacturer-authorized dealership.
  - b. ~~Y~~ Manufacturer's warranty shall be provided for each supplemental unit mounted on and delivered with each primary unit.
  - c. ~~Y~~ Enter a yes or no on each warranty line (5.1-5.8). Do Not supply warranty papers for us to interpret whether you meet or not! If a simple yes or no is not chosen, your bid will be disqualified as incomplete.

### 6. **STANDARDS -**

- 6.1 Each unit shall meet or exceed the following applicable standards.
- a. ~~Y~~ Environmental Protection Agency's Exhaust Emission Standards (EPA).

## FRONT LOAD REFUSE COLLECTION TRUCK

- b. Y Occupational Safety and Health Administration Standards (OSHA).
- c. Y Arkansas State Highway Commission Regulations regarding vehicle markings, lighting and reflectors

### 7. **DELIVERY / DOCUMENTATION -**

- 7.1 All units are to be delivered F.O.B. to the City's Fleet Operations facility, located at 1525 S. Happy Hollow Road, Fayetteville, Arkansas 72701, for compliance review and final acceptance
- 7.2 Delivery shall include the following documents as a minimum:
  - a. Y Manufacturer's Certificate of Origin
  - b. Y Odometer statement
  - c. Y Dealer invoice
  - d. Y A complete list with part numbers of all service filters and other regular preventive maintenance supplies.
- 7.3 Units must be fully assembled, serviced, and ready for operation as delivered. Yes

### 8. **MANUALS -**

- 8.1 The successful bidder agrees to furnish one (1) set each of the following list of manuals:
  - a. Y Operator's Manual (1 file copy *plus* one (1) copy for each machine purchased)
  - b. Y Service Manual (Paper, CD, or DVD format)
  - c. Y Parts Manual (Paper, CD, or DVD format)
- 8.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville Fleet Operations Division. ok

### 9. **TRAINING -**

- 9.1 Training quoted below shall be arranged through Fleet Operations for both, operators and technicians, by a qualified instructor at a location designated and provided by the City.
  - a. Y Operator Training (REQUIRED) - This training shall include proper operating techniques and daily maintenance including lubrication, inspection of fluid checks and adjustments. This training shall be designed to instruct qualified vehicle operators.
  - b. Y Maintenance Training (REQUIRED) - This training shall be designed to instruct qualified mechanics in techniques and procedures that are needed

## FRONT LOAD REFUSE COLLECTION TRUCK

to understand the repair and maintenance of new unit model supplied. The factory shall provide 8 hours of training to the City of Fayetteville techs in a class room and shop environment.

### 10. *SUPPORT SERVICES -*

- 10.1 Repair Parts Inventory - stock of standard repair parts for units bid must be available to the City of Fayetteville within twenty-four (24) hours of part(s) requested. Parts inventory availability will be considered in the purchasing decision.
- 10.2 Maintenance Service - Fully trained maintenance personnel shall be available for service within twenty-four (24) hours of repair requests. This shall include warranty service. Availability of maintenance personnel and facilities will be considered in the purchasing decision. Name and address of authorized repair facility for body and chassis must be included with bid. *A fee of 100.00 per day can be accessed if a Warranty repair is not completed within (3) three days upon notification of a warranty repair being needed.*
- 10.3 Body Warranty repairs will be performed by a fully trained dealer. The City of Fayetteville wishes to become the Warranty Dealer for the repairs and will work out terms with Manufacturer before bid is awarded.

*The vehicle and body that is bid must be available if requested for a (3) day Demo by the City of Fayetteville.*

We do not currently have a demo available

**Addendum to Quote and Specification Sheet with Arkansas Municipal  
Equipment, Inc. for the Purchase of One (1) Rear Loading  
Trash Truck and One (1) Front Loading Trash Truck**

This addendum, between the City of Fayetteville and Arkansas Municipal Equipment, Inc., shall be attached to and incorporated in the quote and specifications sheet for the purchase of one (1) rear loading trash truck and one (1) front loading trash truck.

1. AME shall deliver the rear loading trash truck no later than ten (10) days from the date of issuance of the purchase order.
2. AME shall deliver the front loading trash truck no later than one hundred eighty (180) days from the date of issuance of the purchase order.
3. Liquidated damages in the amount of \$100 per day, per vehicle will be assessed beginning on the day following the guaranteed delivery date and each day thereafter until the new vehicles have been delivered to the City.
4. Alternatively, if delivery of any vehicle is not accomplished within the time period established above, City shall have the option to cancel the order and terminate the contract with respect to the future purchase or delivery of any new truck.
5. This Addendum shall not serve to modify any other term or condition contained in the quote or specifications sheet not expressly modified herein.

**ARKANSAS MUNICIPAL EQUIPMENT, INC.**

**CITY OF FAYETTEVILLE, ARKANSAS**

By: *Daniel Ellison*  
**DANIEL ELLISON, President**

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

ATTEST:

Date: 03\*13\*2023

By: \_\_\_\_\_  
**KARA PAXTON, City Clerk-Treasurer**

Date: \_\_\_\_\_





**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Paul Becker, Chief Financial Officer  
**FROM:** Cheryl Partain, Utilities Financial Services Mgr  
**DATE:** March 15, 2023  
**SUBJECT:** **Amendment to Resolution 132-22 – Mailing Services Contract with DFI Technologies, Inc.**

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**RECOMMENDATION:**

Staff recommends amending the contract with DFI Technologies, Inc. for mail processing for the City of Fayetteville as outlined in Resolution 132-22 to include the purchase and warehousing of envelopes for mailing and returning Utility Bills for up to \$42,037.00 in 2023 and to include the envelopes in the scope for the duration of the contract.

**BACKGROUND:**

City Council awarded DFI Technologies, Inc. Bid 22-33 In June of 2022. Envelopes were not included in that bid. Through an annual quote process, DFI Technologies, Inc. is the lowest quote.

**DISCUSSION:**

Through an annual informal quote process, DFI Technologies Inc. was the lowest bidder. They have been awarded the annual quote for the last three years. In order to expedite and streamline the process, staff recommends adding purchases and warehousing of envelopes from DFI Technologies, Inc. for the duration of their contract. Envelopes and warehousing will be included into the mailing services solicitation going forward.

**BUDGET/STAFF IMPACT:**

Budgeted funds are available in the Water/Sewer Fund - Utilities Financial Service Division operational budget to cover the cost. Anticipated cost of the 2 types of envelopes will not exceed budgeted amounts for 2023.

**ATTACHMENTS:** SRF - DFI Amendment 1 - Revised, DFI Contract Amendment 1 132-22 - Signed, DFI Bid - Envelopes, Resolution 132-22



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-543**

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**Amendment to Resolution 132-22 – Mailing Services Contract with DFI Technologies, Inc.**

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH DFI TECHNOLOGIES, INC. TO PROVIDE FOR THE PURCHASE AND WAREHOUSING OF ENVELOPES IN AN AMOUNT NOT TO EXCEED \$42,037.00 IN 2023

**WHEREAS**, on June 7<sup>th</sup>, 2022 the City Council approved Resolution 132-22 authorizing a contract with DFI Technologies, Inc. for mailing services; and

**WHEREAS**, to expedite and streamline the mailing process, staff recommends amending the contract to include the purchase and warehousing of envelopes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an Amendment to the contract with DFI Technologies, Inc., a copy of which is attached to this Resolution, to provide for the purchase and warehousing of envelopes in an amount not to exceed \$42,037.00 in 2023.

# City of Fayetteville Staff Review Form

**2023-543**

**Item ID**

**4/4/2023**

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

Cheryl Partain

3/8/2023

UTILITIES FINANCIAL SVCS (710)

**Submitted By**

**Submitted Date**

**Division / Department**

## Action Recommendation:

Staff recommends amending the contract with DFI Technologies, Inc. for mail processing for the City of Fayetteville as outlined in Resolution 132-22 to include the purchase and warehousing of envelopes for mailing and returning Utility Bills for up to \$42,037.00 in 2023 and to include the envelopes in the scope for the duration of the contract.

## Budget Impact:

5400.710.1810-5200.00

Water/Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

**Budgeted Item?** Yes

Total Amended Budget

\$ 50,000.00

Expenses (Actual+Encum)

\$ 2,782.40

Available Budget

**\$ 47,217.60**

**Does item have a direct cost?** Yes

Item Cost

\$ 42,037.00

**Is a Budget Adjustment attached?** No

Budget Adjustment

\$ -

Remaining Budget

**\$ 5,180.60**

V20221130

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** **132-22**

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**

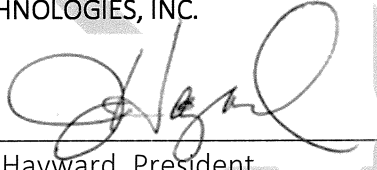
City of Fayetteville  
Contract Amendment #1  
Mailing Services Contract – Resolution 132-22

This Amendment #1 executed this 10<sup>TH</sup> day of MARCH, 2023, between the City of Fayetteville, Arkansas, and DFI Technologies, Inc. In consideration of the mutual covenants contained herein, the parties agree to amend their contract of June 7, 2022 as follows:

1. DFI Technologies, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per DFI Technologies, Inc.'s quote and in accordance with specifications attached hereto and made a part hereof.
2. The City of Fayetteville shall pay DFI Technologies, Inc. based on their bid proposal in an amount not to exceed that which was quoted. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise and are incorporated into the contract between the City of Fayetteville and DFI Technologies, Inc. shall include this Amendment and the Quote from Mike Emis to the City of Fayetteville, AR received November 23, 2022, a copy of which attached to this Amendment.
4. Prices shall only be increased with written justification acceptable to the City that DFI Technologies, Inc. received an increase from its suppliers, and the increase to the City shall not exceed that which was given to DFI Technologies, Inc. from its supplier.
5. The parties agree and understand that this Amendment is supplemental to their Contract of June 7, 2022, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.
6. This Amendment shall become effective as of the date of the last signature below.

DFI TECHNOLOGIES, INC.

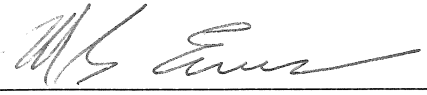
CITY OF FAYETTEVILLE, ARKANSAS

By:   
Jay Hayward, President

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

WITNESS:

ATTEST:

By:   
Mike Emis

By: \_\_\_\_\_  
KARA PAXTON, City Clerk-Treasurer

Date Signed: 3/10/23

Date Signed: \_\_\_\_\_

**From:** Mike Emis <memis@dfimail.com>  
**Sent:** Wednesday, November 23, 2022 9:13 AM  
**To:** Heard, April <aheard@fayetteville-ar.gov>  
**Cc:** jennifer@dfimail.com  
**Subject:** RE: Request for bid on white and blue envelopes

**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.

750,000 10 window envelopes: \$26.54M  
750,000 9 return envelopes: \$24.53M

These would be manufactured the third week of March 2023.

Option 1: Double window #10 envelopes \$75.00M  
Option 2: Single window #10 envelopes \$81.24M ( these would be ordered 25,000 per order) max order I can place in each order.

Thanks,  
*Mike Emis*



947 N Main  
Fayetteville, AR 72701  
479-443-0099  
Direct Line: 479-695-8250

For Promotional Products see our web page: [www.dataforms.esppwebsite.com](http://www.dataforms.esppwebsite.com)

*Paper informs us, persuades us, educates us and organizes us. it's OK to use paper.*



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

**Resolution: 132-22**

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**File Number: 2022-0435**

**BID #22-33 DFI TECHNOLOGIES, INC.:**

A RESOLUTION TO AWARD BID NO. 22-33 AND APPROVE A ONE YEAR CONTRACT WITH DFI TECHNOLOGIES, INC. FOR MAILING SERVICES AT AN APPROXIMATE COST OF \$368,115.60 WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 22-33 and approves a one year contract with DFI Technologies, Inc. for mailing services at an approximate cost of \$368,115.60, with the actual cost dependent upon the volume of mailings, with automatic renewals for up to four additional one year terms.

PASSED and APPROVED on 6/7/2022

**Approved:**

  
Lioneld Jordan, Mayor

**Attest:**

  
Kara Paxton, City Clerk Treasurer





**MEETING OF JUNE 7, 2022**

**TO:** Mayor and City Council

**THRU:** Paul Becker, Chief Financial Officer

**FROM:** Cheryl Partain, Utilities Financial Services Manager

**DATE:** May 13, 2022

**SUBJECT:** **Approval of a service contract with DFI Technologies, Inc. for Mailing Services for the City of Fayetteville – Prices detailed Per Bid 22-33**

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**RECOMMENDATION:**

City Administration recommends approval of the resolution and contract awarding to DFI Technologies, Inc. for mail processing for the City of Fayetteville for a period of one (1) year with an option for four (4) automatic annual renewals for a total possible contract term of five (5) years based on the prices detailed in Bid 22-33.

**BACKGROUND:**

The City of Fayetteville has had a mailing service for over 30 years. Utilizing a mailing service is a cost savings to the City. The mailing service picks up the City's mail from the US Post Office and has the mail delivered before 9:00 am every morning Monday through Friday. The mailing service picks up City mail twice a day to mail. They pick up utility bills, final utility bills, and delinquency notices and fold and stuffs bills/notices with return envelopes when needed in envelopes and mails for the City. They also pick up, seal, and mail any other mail that other City Divisions need mailed out.

**DISCUSSION:**

Contract costs for mailing services include: Pickup and delivery of mail, folding and putting into envelopes utility bills, final bills, utility delinquency notices, employee retirement & savings statements, arrest warrants, parking management statements along with return envelopes, sorting, barcoding on envelopes and postage. DFI Technologies, Inc. was the lowest bidder for the mailing services.

The bids came in as follows:

|                        |              |
|------------------------|--------------|
| DFI Technologies, Inc. | \$368,115.60 |
|------------------------|--------------|

**BUDGET/STAFF IMPACT:**

Budgeted funds are available in the Water & Sewer – Utilities Financial Services Division operational budget. At this time, it is anticipated that costs will not exceed budgeted amounts for 2022.

**Attachments:**

Signed Contract

Bid Tabulation

Bid Submittal – DFI Technologies, Inc.





This contract executed this 7 day of June, 2022, between the City of Fayetteville, Arkansas, and DFI Technologies, Inc.. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. DFI Technologies, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 22-33 as stated in DFI Technologies, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 22-33, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay DFI Technologies, Inc. based on their bid proposal in an amount not to exceed prices presented in Bid 22-33 with the exception of postage rates. Increase in postage rates will be allowed in the event rates are increased by the United States Postal Service (USPS). Increase in postage rates allowed shall be equal to the increase by the USPS. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and DFI Technologies, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 22-33 with the specifications and conditions typed thereon.
  - B. DFI Technologies, Inc. bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and DFI Technologies, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and DFI Technologies, Inc.
5. DFI Technologies, Inc. shall not assign its duties under the terms of this agreement.
6. DFI Technologies, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from DFI Technologies, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. DFI Technologies, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville,

showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet; the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, DFI Technologies, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by DFI Technologies, Inc..

Workmen's Compensation

Statutory Amount

Comprehensive General &  
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

8. DFI Technologies, Inc. shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or DFI Technologies, Inc. with 30 calendar days written notice.
10. This contract shall be effective from one year of the date of signed contract. The City reserves the right to automatically renew the contract for four (4) additional one (1) year terms. Renewals shall be automatic unless either DFI Technologies, Inc. or the City notifies the other of its intent to terminate the contract at the end of the contract period.
  - a. Projects exceeding \$35,000 will require additional approval from the Fayetteville City Council.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council in **advance** of the change in scope, cost or fees.
13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.
14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.

15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS 7 DAY OF June, 2022.

CONTRACTOR NAME

By: [Signature]

Signature

Jay Hayward

Printed Contractor Name & Title

[Signature]

ATTEST (Signature)

Mike Emis

Company Secretary (Printed Name)

Business Address

947 N Main, Fayetteville, AR 72701

City, State & Zip Code

Date Signed: 05/21/2022

CITY OF FAYETTEVILLE, ARKANSAS

By: [Signature]

LIONELD JORDAN, Mayor

Kara Paxton

ATTEST: (Signature)

Kara Paxton

Kara Paxton, City Clerk, Treasurer



Date Signed: 06/07/2022



**BID TABULATION**  
**Bid 22-33, Mailing Services**  
 DEADLINE: Wednesday, April 13, 2022 at 2:00 PM

|                               |                     |
|-------------------------------|---------------------|
| <b>DFI Technologies, Inc.</b> |                     |
| <b>Total Price</b>            | <b>\$368,115.60</b> |

| Line #                               | Description                                  | QTY    | UOM | Unit    | Total        |
|--------------------------------------|----------------------------------------------|--------|-----|---------|--------------|
| Section A: Utility Bills             |                                              |        |     |         |              |
| 1.1                                  | Monthly Bill                                 | 385000 | EA  | \$0.448 | \$172,480.00 |
| 1.2                                  | Shut Off / Past Due                          | 110000 | EA  | \$0.438 | \$48,180.00  |
| 1.3                                  | Bank Draft                                   | 185000 | EA  | \$0.438 | \$81,030.00  |
| 1.4                                  | Final Bill                                   | 25000  | EA  | \$0.438 | \$10,950.00  |
| 1.5                                  | Collection Letter                            | 7500   | EA  | \$0.438 | \$3,285.00   |
| Section B: Standard Monthly Services |                                              |        |     |         |              |
| 2.1                                  | Employee Retirement Savings Statements       | 2500   | EA  | \$0.470 | \$1,175.00   |
| 2.2                                  | Arrest Warrants                              | 6000   | EA  | \$0.448 | \$2,688.00   |
| 2.3                                  | Parking Management                           | 6000   | EA  | \$0.448 | \$2,688.00   |
| 2.4                                  | Sex Offender Mail-Outs                       | 2500   | EA  | \$0.448 | \$1,120.00   |
| 2.5                                  | Accounts Receivable Statements               | 2700   | EA  | \$0.448 | \$1,209.60   |
| Section C: Daily Mail Other Services |                                              |        |     |         |              |
| 3.1                                  | 0-2 oz. Letter (Price Per Each)              | 45000  | EA  | \$0.448 | \$20,160.00  |
| 3.2                                  | Inserts                                      | 85000  | EA  | \$0.010 | \$850.00     |
| 3.3                                  | 0-2 oz. Certified With Return Receipt Letter | 1500   | EA  | \$7.400 | \$11,100.00  |
| 3.4                                  | Courier Fee - Price Per Day                  | 252    | EA  | \$0.000 | \$0.00       |
| 3.5                                  | Postage - All Other Mail                     | 25000  | EA  | \$0.448 | \$11,200.00  |

\* NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

**\*\*\* DFI Technologies included the following notes with their submittal. The Bid Tabulation has been edited to reflect these notes:**

- 1.1 Actual price \$0.448 - Your system automatically rounds the price up.
- 1.2 Actual price \$0.438 - Your system automatically rounds the price up.
- 1.3 Actual price \$0.438 - Your system automatically rounds the price up.
- 1.4 Actual price \$0.438 - Your system automatically rounds the price up.
- 1.5 Actual price \$0.438 - Your system automatically rounds the price up.
- 2.2 Actual price \$0.448 - Your system automatically rounds the price up.
- 2.3 Actual price \$0.448 - Your system automatically rounds the price up.
- 2.4 Actual price \$0.448 - Your system automatically rounds the price up.
- 2.5 Actual price \$0.448 - Your system automatically rounds the price up.
- 3.1 Actual price \$0.448 - Your system automatically rounds the price up.
- 3.5 Actual price \$0.448 - Your system automatically rounds the price up.

**Amanda Beilfuss** Digitally signed by Amanda Beilfuss  
 Date: 2022.04.15 09:52:53 -05'00'

Amanda Beilfuss, Purchasing Agent

**Andrea Foren** Digitally signed by Andrea Foren  
 Date: 2022.04.25 17:50:49 -05'00'

Andrea Foren, Purchasing Manager



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

## **Bid 22-33**

### **DFI Technologies, Inc.**

### **Supplier Response**

#### **Event Information**

Number: Bid 22-33  
Title: Bid 22-33, Mailing Services  
Type: Invitation to Bid  
Issue Date: 3/20/2022  
Deadline: 4/13/2022 02:00 PM (CT)  
Notes: The City of Fayetteville is seeking bids from qualified vendors for the City of Fayetteville's mail processing services for one (1) year with four (4) one-year renewal options, giving a possible contract term of five (5) years. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Purchasing Agent, at [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov).

#### **Contact Information**

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

## DFI Technologies, Inc. Information

Address: 947 N Main  
FAYETTEVILLE, AR 72701  
Phone: (479) 443-0009  
Web Address: www.dfimail.com

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

Jay Hayward

Signature

Submitted at 4/12/2022 4:56:16 PM

jhayward@dfimail.com

Email

## Requested Attachments

### Bid 22-33, Required Bid Form

DFIT Bid 22-33, FILE 01 - Mailing Services.pdf

Please complete, sign, and attach the required bid form. You can find this under the Attachments tab.

### Bid 22-33, Equipment Schedule

DFIT Equipment Schedule.pdf

Please attach Equipment Schedule (refer to specification 2.3 under the Detailed Specifications of the bid form).

## Bid Attributes

### 1 AR Secretary of State Filing Number

Please provide your Arkansas Secretary of State filing number.

100165484

## Bid Lines

### 1 Package Header

Section A: Utility Bills

Quantity: 1 UOM: EA Total: \$317,350.00

#### Package Items

##### 1.1 Monthly Bill

Quantity: 385000 UOM: EA Price: \$0.45 Total: \$173,250.00

Supplier Notes: Actual price \$0.448 - Your system automatically rounds the price up.

##### 1.2 Shut Off / Past Due

Quantity: 110000 UOM: EA Price: \$0.44 Total: \$48,400.00

Supplier Notes: Actual price \$0.438 - Your system automatically rounds the price up.

##### 1.3 Bank Draft

Quantity: 185000 UOM: EA Price: \$0.44 Total: \$81,400.00

Supplier Notes: Actual price \$0.438 - Your system automatically rounds the price up.



#### 1.4 Final Bill

Quantity: 25000 UOM: EA Price: \$0.44 Total: \$11,000.00

Supplier Notes: Actual price \$0.438 - Your system automatically rounds the price up.

#### 1.5 Collection Letter

Quantity: 7500 UOM: EA Price: \$0.44 Total: \$3,300.00

Supplier Notes: Actual price \$0.438 - Your system automatically rounds the price up.

## 2 Package Header

### Section B: Standard Monthly Services

Quantity: 1 UOM: EA Total: \$8,915.00

#### Package Items

##### 2.1 Employee Retirement & Savings Statements

Quantity: 2500 UOM: EA Price: \$0.47 Total: \$1,175.00

##### 2.2 Arrest Warrants

Quantity: 6000 UOM: EA Price: \$0.45 Total: \$2,700.00

Supplier Notes: Actual price \$0.448 - Your system automatically rounds the price up.

##### 2.3 Parking Management

Quantity: 6000 UOM: EA Price: \$0.45 Total: \$2,700.00

Supplier Notes: Actual price \$0.448 - Your system automatically rounds the price up.

##### 2.4 Sex Offender Mail-Outs

Quantity: 2500 UOM: EA Price: \$0.45 Total: \$1,125.00

Supplier Notes: Actual price \$0.448 - Your system automatically rounds the price up.

##### 2.5 Accounts Receivable Statements

Quantity: 2700 UOM: EA Price: \$0.45 Total: \$1,215.00

Supplier Notes: Actual price \$0.448 - Your system automatically rounds the price up.

## 3 Package Header

### Section C: Daily Mail & Other Services

Quantity: 1 UOM: EA Total: \$43,450.00

#### Package Items

##### 3.1 0-2 oz. Letter (Price Per Each)

Quantity: 45000 UOM: EA Price: \$0.45 Total: \$20,250.00

Supplier Notes: Actual price \$0.448 - Your system automatically rounds the price up.

##### 3.2 Inserts

Quantity: 85000 UOM: EA Price: \$0.01 Total: \$850.00

##### 3.3 0-2 oz. Certified With Return Receipt Letter

Quantity: 1500 UOM: EA Price: \$7.40 Total: \$11,100.00

##### 3.4 Courier Fee - Price Per Day

Quantity: 252 UOM: EA Price: \$0.00 Total: \$0.00

**3.5 Postage - All Other Mail**

Quantity: 25000 UOM: EA Price: \$0.45 Total: \$11,250.00

Supplier Notes: Actual price \$0.448 - Your system automatically rounds the price up.

**Response Total: \$369,715.00**





CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8258

TDD (Telecommunication Device for the Deaf): 479.521.1316

## INVITATION TO BID

INVITATION TO BID: Bid 22-33, Mailing Services

**DEADLINE: Wednesday, April 13, 2022 before 2:00 PM, Local Time**

PRE-BID MEETING: Wednesday, March 30, 2022 at 10:00 AM, via Zoom

### ACCEPTABLE DELIVERY METHODS:

- (1) City's third-party bidding platform, OR
- (2) Sealed and delivered directly to the City of Fayetteville as instructed in the advertisement

PURCHASING AGENT: Amanda Beilfuss, [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)

DATE OF ISSUE AND ADVERTISEMENT: Sunday, March 20, 2022

## INVITATION TO BID

### Bid 22-33, Mailing Services

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

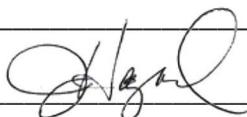
Name of Firm: DFI Technologies, Inc.

Contact Person: Jay Hayward Title: President

E-Mail: jhayward@dfimail.com Phone: 479-443-0099

Business Address: 947 N Main

City: Fayetteville State: AR Zip: 72701

Signature:  Date: 03/31/2022

City of Fayetteville, Arkansas  
INVITATION TO BID  
Bid 22-33, Mailing Services

The City of Fayetteville is seeking bids from qualified vendors for the City of Fayetteville's mail processing services for one (1) year with four (4) one-year renewal options, giving a possible contract term of five (5) years. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Purchasing Agent, at [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov) or by calling (479) 575-8258.

A non-mandatory Pre-Bid meeting will be held **Wednesday, March 30, 2022 at 10:00 AM** virtually via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids). All bids shall be received by **Wednesday, April 13, 2022 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

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

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

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville  
By: Amanda Beilfuss, Purchasing Agent  
P: 479.575.8258 [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)  
TDD (Telecommunications Device for the Deaf): (479) 521-1316  
Date of advertisement: 03/20/2022  
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.  
Amount paid: \$XXX.XX.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to submit a physical sealed bid.

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's [online bidding portal \(www.fayetteville-ar.gov/bids\)](http://www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
  - Required Bid Form (this form, completed in its entirety)
  - Equipment Schedule, as defined and requested in this bid document

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
7. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.





2.) RELATIONSHIP EXISTS (Please explain):

- a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked \* are mandatory for consideration.

\*NAME OF FIRM: DFI Technologies, Inc.

\*D/B/A or Corporation Name \_\_\_\_\_

\*BUSINESS ADDRESS: 947 N Main

\*CITY: Fayetteville, \*STATE: AR \*ZIP: 72701

\*PHONE: 479-443-0099 FAX: 479-443-1418

\*E-MAIL: [jhayward@dfimail.com](mailto:jhayward@dfimail.com)

\*BY: (PRINTED NAME) Jay Hayward

\*AUTHORIZED SIGNATURE:

\*TITLE: President

DUNS NUMBER: CAGE NUMBER:

\*TAX ID NUMBER: 71-0817512

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**ALL BIDDERS SHALL BID AND PROVIDE PRICING ON ALL LINE ITEMS. FAILURE TO BID ON ALL LINE ITEMS SHALL RESULT IN REJECTION OF BID. THE CITY INTENDS TO AWARD THIS BID TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.**

BID FORM CONTINUES ON NEXT PAGE

City of Fayetteville  
Bid 22-33, Mailing Services  
References

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The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: DFI Technologies, Inc.

BUSINESS ADDRESS: 947 N Main Fayetteville, AR 72701

NUMBER OF YEARS IN BUSINESS: 25 years HOW LONG IN PRESENT LOCATION: 21 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 23 FULL TIME 5 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 23 FULL TIME 5 PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Bidders shall have valid experience.

1. City of Fayetteville

COMPANY NAME

Fayetteville, AR 72703

CITY, STATE, ZIP

Cheryl Partain

CONTACT PERSON

479.575.8278

TELEPHONE

5/31/2022

DATE COMPLETED

cpartain@fayetteville-ar.gov

E-MAIL ADDRESS

3. ARVEST Bank

COMPANY NAME

Lowell, AR 72745

CITY, STATE, ZIP

Bryan Gabbard

CONTACT PERSON

479-750-6179

TELEPHONE

12/31/2022

DATE COMPLETED

BGabbard@arvest.com

E-MAIL ADDRESS

City of Fayetteville, AR  
Bid 22-33, Mailing Services  
Page 7 of 21

2. JB Hunt

COMPANY NAME

Lowell, AR 72745

CITY, STATE, ZIP

Paul Komarek

CONTACT PERSON

479.820.2074

TELEPHONE

12/31/2022

DATE COMPLETED

paul.komarek@jbhunt.com

E-MAIL ADDRESS

4. TYSON Foods

COMPANY NAME

Springdale, AR 72765

CITY, STATE, ZIP

Melanie Noland

CONTACT PERSON

479-290-4711

TELEPHONE

12/31/2022

DATE COMPLETED

melanie.noland@tyson.com

E-MAIL ADDRESS

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at [www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids). All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- i. This agreement shall be effective from one (1) year of the date of signed contract. The City reserves the right to extend the contract by mutual agreement for a period of four (4) additional, one (1) year periods automatically unless either the Contractor or the City notifies the other of its intent to terminate the contract at the end of the contract period.
- j. Bid pricing shall remain firm for five years with the exception of increased postage rates as mandated and increased by the United States Postal Service (USPS).

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the



response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

**3. DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

**4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

**5. COSTS INCURRED BY BIDDERS:**

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

**6. CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**7. WITHDRAWAL OF PROPOSAL:**

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8258 to ensure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

**13. CITY INDEMNIFICATION:**

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

**14. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

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

**15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

**16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

**17. PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

**18. CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

**19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

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

**20. NON-EXCLUSIVE CONTRACT:**

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

**21. LOBBYING:**

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

**22. ADDITIONAL REQUIREMENTS:**

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



**23. ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**24. INTEGRITY OF BID DOCUMENTS:**

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

**25. CERTIFICATE OF INSURANCE:**

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid during each contract term and shall be provided at each renewal period.

For single projects exceeding \$20,000 contractor shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

|                                               |                              |
|-----------------------------------------------|------------------------------|
| Workers' Compensation:                        | Statutory Amount             |
| Comprehensive General & Automotive Liability: | \$1,00,000 for each accident |
| Bodily Injury Liability:                      | \$500,000 for each accident  |
| Property Damage Liability:                    | \$500,000 aggregate          |

**26. PRICING:**

- a. Prices shall include all labor, supervision, materials, equipment, transportation, and services necessary to do a superior quality job.
- b. Bidder shall state any discounts to apply. Discounts shall be shown for individual items unless all items have the same percentage of discounts.
- c. Any projects in excess of \$35,000 will require additional approval from the Fayetteville City Council prior to authorization of work.

## 27. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8258) or e-mail ([abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Purchasing Agent via e-mail ([abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)) or telephone (479.575.8258). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
  - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
  - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
28. INVOICING: All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
  - b. Order Date
  - c. Delivery date or the date of services
  - d. Name of the City Employee that requested or picked up the goods, materials, or service
  - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

29. ATTACHMENTS TO BID DOCUMENTS: N/A

**BID FORM CONTINUES ON NEXT PAGE**

**ALL BIDDERS SHALL BID AND PROVIDE PRICING ON ALL LINE ITEMS. FAILURE TO BID ON ALL LINE ITEMS SHALL RESULT IN REJECTION OF BID. THE CITY INTENDS TO AWARD THIS BID TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.**

**1. SERVICE REQUIREMENTS –**

- 1.1 Mail shall have a Fayetteville, Arkansas postmark.
- 1.2 All items shall be shipped “First Class” unless specified otherwise at the time of shipment.
- 1.3 Incoming mail shall be picked up from the United States Postal Service and delivered no later than 9:00 AM daily.
- 1.4 USPS, UPS, and FedEx items shall be picked up at least twice daily with the last pickup no earlier than 3:30 PM, Monday through Friday.
- 1.5 Mail marked “Same Day” shall be metered, sorted, and mailed on the same day collected.
- 1.6 Mail marked “Next Day” shall be metered, sorted, and mailed on the first business day after collection.
- 1.7 Utility bills shall be processed and mailed no later than the following business day, after pickup.
- 1.8 When utility bills or past due notices are not available for pickup due to equipment problems but are available to be picked up by 10:00 AM the following day, they shall be collected and processed for mailing on the same day collected.
- 1.9 Awarded vendor shall be responsible for all sorting. The City provides documents separated by bank draft (no return envelope to be included) and non-bank draft (return envelope included), and also by zip code.
- 1.10 The City will not provide trays or tray tags.
- 1.11 Monthly reports shall be provided detailing total number of pieces, as categorized on the bid form and show processing counts, on a daily basis. Sample reporting should be submitted with bid.
- 1.12 Provide daily pickup for all USPS packages or UPS packages without additional charge, unless a special trip is made to pick up the package.

**2. REQUIRED BIDDER QUALIFICATIONS –**

- 2.1 All bidders shall be legally qualified in all respects to do business in the state of Arkansas for the services requested in this bid.
- 2.2 The bidder shall provide the United States Postal Service with all necessary documentation. The City will not provide postal forms.
- 2.3 Bidder shall prepare and provide an Equipment Schedule with bid response. The bidder shall have equipment available and adequate experience which, in the opinion of the City, is adequate to



complete the work under these specifications in the time allowed for completion. The Equipment Schedule shall include a list of all currently owned, leased, or rented equipment secured by the bidder available to complete work identified in this bid.

- 2.4 It shall be understood that the rates presented by the bidder shall be for the furnishing of all materials, labor, etc. as required.
- 2.5 Bidder shall include mileage and travel time as part of this agreement. The City will not assume mileage or travel time costs.
- 2.6 Bidder shall include a log of the previous month's volume by quantity and type.
- 2.7 Bidder shall have and maintain all licensing necessary from federal, state, and local agencies.
- 2.8 Bidder shall be identifiable by a professional company name tag and/or uniform while performing work within City facilities.

### 3. ITEM DESCRIPTIONS AND REQUIREMENTS:

- 3.1 All pricing shall reflect one total all-inclusive cost, including postage, sorting fees, etc. Prices shall not include printing costs unless stated. Pickup fees, if applicable, shall be provided in with the "Courier fee – per day" line item to be bid.
- 3.2 In the event of a postage cost increase, the price per item will only be allowed to reflect the actual postage increase cost.
- 3.3 Detailed item description – Section A, Utility Bills: Services provided in this contract are detailed below. Pricing shall be inclusive of all costs (including postage) unless otherwise stated:
  - **Item 1 – Monthly Bill:** Fold statement, insert statement and return envelope, meter, sort, and postage. Statement, mailing envelope, and return envelope will be provided by the City.
  - **Item 2 – Shut Off Notice / Past Due Notices:** Fold statement, insert statement, meter, sort, and postage. Statement and mailing envelope will be provided by the City.
  - **Item 3 – Bank Draft Notices:** Fold statement, insert statement, meter, sort, and postage. Statement and mailing envelope will be provided by the City.
  - **Item 4 – Final Bill Notices:** Fold statement, insert statement and return envelope, meter, sort, and postage. Statement, mailing envelope, and return envelope will be provided by the City.
  - **Item 5 – Collection Letter:** Fold letter, insert letter, meter, sort, and postage. Letter and mailing envelope will be provided by the City.
- 3.4 Detailed item description – Section B, Standard Monthly Services: Services provided in this contract are detailed below. Pricing shall be inclusive of all costs (including postage) unless otherwise stated:
  - **Item 6 – Employee Retirement & Savings Statements:** Fold up to 4 sheets, insert up to 4 sheets, meter, barcode, and sort. Statement and mailing envelope will be provided by the City.
  - **Item 7 – Arrest Warrants:** Fold warrant, insert warrant, meter, barcode, and sort. Statement and mailing envelope will be provided by the City.

- **Item 8 – Parking Management:** Fold statement, insert statement, meter, barcode, and sort. Statement and mailing envelope will be provided by the City.
- **Item 9 – Sex Offender Mail-Outs:** THIS ITEM INCLUDES PRINTING SERVICES. Price includes printing of the mail-out (as described below), fold printed items, insert printed items into envelope, and affix first class postage. Price shall be inclusive of all printing, processing, and postage. Mailing envelope will be provided by the City. Volume is estimated at 250 per month.
  - A. *Printing services consist of printing the two (2) following items: one (1) 8.5 x 11 black and white mail merge 20lb. letter AND one (1) full color 8.5 x 11 20 lb. description notification.*
- **Item 10 – Accounts Receivables Statements:** Fold statement, insert statement, meter, sort, and postage. Statement and mailing envelope will be provided by the City.

### 3.5 Detailed item description – Section C, Daily Mail & Other Services:

- **Item 11 – Zero (0) – two (2) ounce letter:** Meter, barcode, and sort pieces picked up as needed. City provides all materials, no inserting, and no folding.
- **Item 12 – Inserts:** Inserts will be provided periodically to be included in the utility bill mail out processing. Some inserts will need to be folded.
- **Item 13 – Zero (0) – two (2) ounce certified with return receipt letter:** Meter, barcode, sort, and deliver return receipt; picked up as needed. City provides all materials, no inserting, and no folding.
- **Item 14 – Courier Fee, price per day:** Price per day for courier services includes the following:
  - A. Each trip, twice daily, shall include pickup of mail from the US Post Office located on Dickson St. and delivery of that mail to City Hall. Also, shall include mail picked up from the City to be processed as specified depending on the item type.
  - B. Services shall be run a MINIMUM of two (2) times per day with the last pickup no earlier than 3:30 PM, local time. First pickup and delivery shall be before 9:00 AM, but no later than 10:00 AM.
  - C. This courier services exclude weekends and designated City holidays.
  - D. Courier services shall not be charged on days the City is closed due to inclement weather.
  - E. Pickup shall include all USPS, UPS, and FedEx.
  - F. See other requirements listed above and under “Service Requirements”.
- **Item 15 – Postage-All Other Mail:** Fold statement, insert statement, meter, sort, and postage. Statement and mailing envelope will be provided by the City when needed. Other mail shall include any other type of mail that is not listed separately in this specification.

## DFIT Equipment Schedule

|   |                                                                                                   |
|---|---------------------------------------------------------------------------------------------------|
| 1 | PTI Multi Line Optical Character Reader Sorting Machine<br>With CASS, PAVE, DPV, and FAST-FORWARD |
| 1 | Flats Sorting Machine                                                                             |
| 4 | Data-Pac Postage Meters                                                                           |
| 3 | Bell + Howell Proline Series Inserting Machine                                                    |
| 1 | Neopost AS1A inserting Machine                                                                    |
| 7 | Ricoh Pro Series Laser Printers                                                                   |
| 6 | HP 9000 Class Laser Printer                                                                       |
| 1 | MCS High-Speed Ink-Jet Printer                                                                    |
| 1 | ACCUZIP off line sorting software with NCOA                                                       |
| 3 | Intel Based Unix Servers                                                                          |
| 2 | Intel Based Windows Server                                                                        |
| 1 | RemotePrint® Image Generation and Sorting Software with NCOA                                      |
| 1 | Mail Manager Integrated Billing Software                                                          |

|                           |                                                                 |                     |                                 |
|---------------------------|-----------------------------------------------------------------|---------------------|---------------------------------|
| <b>Bid Request Number</b> | Bid 22-33                                                       | <b>Organization</b> | City of Fayetteville Purchasing |
| <b>Title</b>              | Bid 22-33, Mailing Services                                     | <b>Bid Creator</b>  | Amanda Beilfuss                 |
| <b>Description</b>        | The City of Fayetteville is seeking bids from qualified vendors | <b>Email</b>        | abeilfuss@fayetteville-ar.gov   |
| <b>Bid Type</b>           | ITB                                                             | <b>Phone</b>        |                                 |
| <b>Issue Date</b>         | 3/20/2022 12:40:06 AM (CT)                                      | <b>Fax</b>          |                                 |
| <b>Close Date</b>         | 4/13/2022 02:00:00 PM (CT)                                      |                     |                                 |

Responding Suppliers

| Name                   | City         | State | Response Submitted         | Lines Responded | Response Total |
|------------------------|--------------|-------|----------------------------|-----------------|----------------|
| DFI Technologies, Inc. | FAYETTEVILLE | AR    | 4/12/2022 04:56:16 PM (CT) | 15              | \$369,715.00   |

Response Notes

| Supplier               | Line | Notes                                                                 |
|------------------------|------|-----------------------------------------------------------------------|
| DFI Technologies, Inc. | 1.1  | Actual price \$0.448 - Your system automatically rounds the price up. |
|                        | 1.2  | Actual price \$0.438 - Your system automatically rounds the price up. |
|                        | 1.3  | Actual price \$0.438 - Your system automatically rounds the price up. |
|                        | 1.4  | Actual price \$0.438 - Your system automatically rounds the price up. |
|                        | 1.5  | Actual price \$0.438 - Your system automatically rounds the price up. |
|                        | 2.2  | Actual price \$0.448 - Your system automatically rounds the price up. |
|                        | 2.3  | Actual price \$0.448 - Your system automatically rounds the price up. |
|                        | 2.4  | Actual price \$0.448 - Your system automatically rounds the price up. |
|                        | 2.5  | Actual price \$0.448 - Your system automatically rounds the price up. |
|                        | 3.1  | Actual price \$0.448 - Your system automatically rounds the price up. |
|                        | 3.5  | Actual price \$0.448 - Your system automatically rounds the price up. |



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Paul Becker, Chief Financial Officer  
**FROM:** Waylon Abernathy, Bond Projects & Construction Dir  
**DATE:** March 14, 2023  
**SUBJECT:** **Amendment #1 to RFQ #21-01, Selection #2 with GTS, Inc. in the amount of \$59,406.31 for the remaining materials testing for the replacement parking deck.**

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**RECOMMENDATION:**

Staff recommends approval of amendment #1 to RFQ #21-01, Selection #2 with GTS, Inc. in the amount of \$59,406.31 for the remaining materials testing for the replacement parking deck, and approval of a budget adjustment.

**BACKGROUND:**

November 2021, Council passed resolution 284- 21 approving Nabholz Inc., contract change Order for the early grading package for the replacement parking deck.  
December 2021, Council passed resolution 309- 21 approving Nabholz Inc., contract Change Order for the GMP for the replacement parking deck.  
In February 2022, Council passed resolution 37-22 for Materials testing services for the Replacement Parking Deck.

**DISCUSSION:**

The amendment is for unanticipated items due to unforeseen conditions and additional concrete pours. There were several site issues that caused additional site visits. Those included existing foundations, and poor soil conditions requiring additional soils testing and compaction testing. Additional trips were required due to concrete sequencing requiring additional pours and testing.

**BUDGET/STAFF IMPACT:**

\$10,000 contingency is being used for partial funding with the remaining amount coming from unallocated budget for the Arts Corridor Bond Projects.

**PURCHASE ORDER DETAIL:**

| G/L ACCOUNT           | PROJECT    | AMOUNT    |
|-----------------------|------------|-----------|
| 4608.860.7820-5860.02 | 46080.7820 | 10,000.00 |
| 4708.860.7820-5860.02 | 46080.7820 | 49,406.31 |

**ATTACHMENTS:** 2023-544 SRF GTS CO1 Parking Deck, 2023-544 BA GTS CO1 Parking Deck, 22-11017

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)

## Arts Bonds Parking Deck Testing Budget Letter

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Mailing address:  
113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-544**

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**Amendment #1 to RFQ #21-01, Selection #2 with GTS, Inc. in the amount of \$59,406.31 for the remaining materials testing for the replacement parking deck.**

A RESOLUTION TO APPROVE AMENDMENT 1 TO THE CONTRACT WITH GTS, INC. IN THE AMOUNT OF \$59,406.31 TO PROVIDE FOR ADDITIONAL MATERIALS TESTING SERVICES FOR THE REPLACEMENT PARKING DECK, AND TO APPROVE A BUDGET ADJUSTMENT-2019 CULTURAL ARTS CORRIDOR BOND PROJECT

**WHEREAS**, on February 1, 2022 the City Council approved Resolution 37-22 authorizing a contract with GTS, Inc. to provide materials testing services associated with the replacement parking deck for the Cultural Arts Corridor Phase 1; and

**WHEREAS**, this amendment will cover unanticipated items due to unforeseen conditions and additional concrete pours.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an Amendment to the contract with GTS, Inc., a copy of which is attached to this Resolution, in the amount of \$59,406.31, to provide for additional materials testing services associated with the replacement parking deck.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-544

Item ID

4/4/2023

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

Wade Abernathy

3/13/2023

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an amendment to RFQ #21-01 with GTS, Inc. for Materials Testing for the replacement parking deck in the amount of \$59,406.31, and to approve a budget adjustment.

Budget Impact:

4608.860.7820-5860.02

4708.860.7820-5860.02

Arts Corridor Bonds

Account Number

Fund

46080.7820

Arts Corridor - Parking

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 16,903,306.00

Expenses (Actual+Encum)

\$ 11,057,293.38

Available Budget

\$ 5,846,012.62

Does item have a direct cost? Yes

Item Cost

\$ 59,406.31

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 5,786,606.31

V20221130

Purchase Order Number: 2022-181

Previous Ordinance or Resolution # 37-22

Change Order Number: 1

Approval Date:

Original Contract Number: 2022-012

Comments:



|             |                             |                   |
|-------------|-----------------------------|-------------------|
| Budget Year | Division                    | Adjustment Number |
| 2023        | FACILITIES MANAGEMENT (140) |                   |
|             | Requestor: Wade Abernathy   |                   |

A resolution to approve an amendment to RFQ #21-01 with GTS, Inc. for Materials Testing for the replacement parking deck in the amount of \$59,406.31. (PO 2022-181)

|                      |                   |                    |
|----------------------|-------------------|--------------------|
|                      | COUNCIL DATE:     | 4/4/2023           |
|                      | ITEM ID#:         | 2023-544           |
|                      | Holly Black       |                    |
|                      | 3/13/2023 2:32 PM |                    |
|                      | Budget Division   | Date               |
|                      | TYPE:             | D - (City Council) |
|                      | JOURNAL #:        |                    |
|                      | GLDATE:           |                    |
|                      | CHKD/POSTED:      | /                  |
| RESOLUTION/ORDINANCE |                   |                    |

[illegible]

[www.gtsconsulting.net](http://www.gtsconsulting.net)

March 10, 2023

City of Fayetteville  
113 W. Mountain Street  
Fayetteville, Arkansas 72701

Attn: Mr. Wade Abernathy

Re: Construction Materials Testing and Special Inspections Testing Budget  
Arts Corridor – Bond & Parking  
Fayetteville, Arkansas  
GTS Project No. 22-11017

Mr. Abernathy:

This letter is issued as an update to GTS's budget for the above referenced project. The original proposal was issued for GTS's testing and inspection services for \$100,780.00. Through GTS's most recent invoice dated November 2022, the total amount billed for this project by GTS is \$100,200.74. Additional fees have been accrued since our last invoice in the amount of \$42,335.57 bringing the total cost of fees to \$142,536.31 to date. A summary concerning the unanticipated overages and anticipated additional fees related to this project is provided below.

#### **SUMMARY OF UNANTICIPATED ITEMS**

The unanticipated increased fees can be attributed to the increased number of site visits requested for technician and engineering staff and added time on site during these site visits during the course of construction. Additionally, additional site visits resulted in sampling of additional test cylinders and performing laboratory tests on concrete specimens due to the increased number of pours. Details regarding these items are outlined on the following pages.

#### **Earthwork**

At the start of construction, the earthwork contractor performed mass site grading operations in very small sections using smaller equipment than what we typically see and experience in commercial earthwork operations. Sections of the building pad were mass site graded in small quadrants before moving to a new section. This ultimately resulted in added trips for our staff to observe conditions and perform density backfill testing.

Furthermore, during site grading, several remedial site visits were made to the site by engineering staff due to poor soil conditions and the existing trash fill present on-site at undercuts depths. Remedial work associated with portions of the trash fill resulted in undercutting and utilizing geosynthetics and base rock to stabilize the site soils. These items resulted in additional fill material being placed and added density trips to the project site.

## Structural Concrete Columns and Walls

During concrete construction for the columns, the concrete contractor did not have availability of taller column forms at the start of the project. Specifically, the contractor was only pouring 1-3 columns per pour versus the anticipated 6-8 columns. This resulted in increased visits (5 times the budgeted number) to inspect reinforcing steel and perform concrete testing for the ground tier columns and walls as well as the columns located at tiers 2 through 6.

Additionally, ground level wall concrete placement pours were conducted in 10 pours versus the budgeted 4 resulting in increased site visits.

The added number of trips for concrete testing has resulted in increased trips to retrieve cured cylinders the day after concrete pours and has also resulted in added test specimens. In all, GTS has cast 1,332 test specimens compared to the budgeted 949 cylinders.

A summary of the budgeted versus actual pours is presented below in Table 1.

Table 1: Budgeted Pours vs Actual Pours per Level for Columns and Walls

| Areas              | Pours Per Level | Budgeted | Overage |
|--------------------|-----------------|----------|---------|
| Level 1            | 27              | 5        | 22      |
| Level 2            | 13              | 4        | 9       |
| Level 3            | 9               | 4        | 5       |
| Level 4            | 7               | 4        | 3       |
| Level 5            | 5               | 4        | 1       |
| Level 6            | 6               | 4        | 2       |
| Ground level walls | 10              | 4        | 6       |
| Total Pours        | 50              | 24       | 26      |

## PT Slabs

Additional trips and time was also incurred for pre-pour post-tension inspections due to incomplete work specifically related to partial installation of reinforcing steel and post-tension cables. GTS performed additional “reinspection” trips after hours (between midnight-2:00 am) immediately prior to concrete pours to observe completed and work corrected items prior to concrete placement. All PT slab pours required reinspections with the exception of 2 placement pours.

Added time was spent beyond what was budgeted for stressing operations. GTS observed tensioning device equipment malfunctions and equipment pump issues related to the cold weather. In these instances, stressing occurred a period of several days versus the budgeted 1

day of stressing per slab pour. Additionally, GTS performed 2 additional inspections to observe “lift off” PT cables as directed by the structural engineer to verify recorded elongations.

### Guardrail Strand Stressing

Since late January of 2023, GTS has been observing stressing of the guardrail cabling. GTS has conducted 13 trips resulting in approximately 73 hours of staff time associated with the guard rail stressing. The increased time is due to a number of factors. A quick general summary of several contributing items is presented below:

- 1) The complexity of the stressing sequence per the shop drawings is much greater than what was anticipated per the structural drawings. GTS notes the shop drawings were not available during developing our initial budget.
- 2) Added on-site time was required due to the contractor not performing stress sequencing correctly. GTS provided additional oversight and monitoring during stressing operations.
- 3) Stressing operations extended over a duration of 2 months and resulted in additional trips to complete work.

In summary, trips and additional lab testing are presented in Table 2 below.

| Field and Lab Testing Services                 | Units | Budgeted Quantity | Actual Quantity | Overage |
|------------------------------------------------|-------|-------------------|-----------------|---------|
| Density Testing                                | Trips | 18                | 32              | 14      |
| Proofrolls/Subgrade Evaluation                 | Trips | 5                 | 13              | 8       |
| Reinforcing Steel Inspections                  | Trips | 33                | 57              | 24      |
| Fresh Concrete Testing                         | Trips | 73                | 123             | 50      |
| Post Tension Slab Inspections/Tendon Stressing | Trips | 22                | 47              | 25      |
| Concrete Test Cylinders                        | each  | 949               | 1,332           | 383     |
| Guardrail Strand Stressing                     | Hours | 40                | 72.76           | 32.76   |
| Cancelled Onsite Technician                    | Trips | 0                 | 9               | 9       |
| Cancelled Onsite Engineering                   | Trips | 0                 | 6               | 6       |

Further, multiple instances have occurred on days GTS was scheduled by the contractor to be onsite for testing or inspections, we were notified by the contractor upon arrival that the testing and or inspections were cancelled. The fees associated with these cancellations were not accounted for in our original proposal are presented in Table 3 below.

| Item                             | Trips | Fees      | Total      |
|----------------------------------|-------|-----------|------------|
| cancelled site visits - tech     | 9     | \$ 133.00 | \$1,197.00 |
| cancelled site visits - engineer | 6     | \$ 170.00 | \$1,020.00 |
| total                            |       |           | \$2,217.00 |

## REMAINING WORK

Upon review of the work remaining, GTS estimates the following trips and tests will be required to complete this project as outlined below:

### Site Work

Site work associated with the drives, pavements and hardscapes is incomplete at this time. The following testing is anticipated for these areas:

- 7 trips for density testing
- Commercial driveway on the west side of the site – 1 trip and 1 set of cylinders
- Colonnade Sidewalk – 3 trips and 3 sets of cylinders
- Sidewalk along the South Side of Building - 2 trips and 2 sets of cylinders
- Curb and Gutter – 3 trips and 3 sets of cylinders
- Transformer Pad and Dumpster Pad – 1 trip and 1 set of cylinders
- Storm Inlet structures – 2 trips
- 8 trips to retrieve cured cylinders on days GTS is not already on-site

Based on the above, we estimate a total of \$4,700 site work testing associated with the pavements, sidewalks and hardscapes.

### Stair Towers and CMU Work

Construction has recently started at the elevator tower and work is incomplete at the stair tower. We anticipate the following trips related to structural steel inspections and CMU inspections and testing:

- North Stair Tower: Structural Steel Observations - 2 trips
- South Stair Tower: HSS Weld Connections and Structural Steel Observations - 2 trips
- Colonnade Structure: Welded Connections and Structural Steel Observations – 3 trips
- South Stair Tower - low-lift-grouting resulting in 3 grout lifts per pour. GTS to inspect rebar prior to grout placement resulting in 7 tiers and the roof level with 24 trips
- Estimate 1 set of grout prisms per tier – 8 total grout sets
- Tier 3 West CMU Walls 4 trips to inspect masonry construction and reinforcing steel
- 1 sample of grout obtained for grout prisms

Based on the above, we estimate a total of \$12,350 for testing and inspections associated with the stair towers.

### Cable Barrier Strands

Stressing for the cable barrier strand is nearly complete. GTS is waiting on direction from the design engineer for a remaining section that is planned to be stressed in the coming weeks. We anticipate 2 site visits spending 2-4 hours per visit to observe the remaining cable barrier strand stressing.

Total for remaining fees for observing stressing for the barrier strands is estimated to be \$600 for cable barrier strand stressing.

Presented below is a summary of the unbilled services and remaining testing fees associated for work on this project:

| Item                                                                                      | Totals       |
|-------------------------------------------------------------------------------------------|--------------|
| Unbilled Work to Date                                                                     | \$42,335.57  |
| Anticipated Remaining Work (in original scope, added barrier strand stressing)            | \$17,650     |
| Total fees invoiced to date<br>(work through November 2022, includes Invoice #22-11-0145) | \$100,200.74 |
| Total                                                                                     | \$160,186.30 |
| Purchase Order # 202200000181 Amount                                                      | \$100,780    |
| Difference                                                                                | \$59,406.31  |
| Requested Change Order Amount                                                             | \$59,406.31  |

Please let us know if we need to amend our testing frequency's or adjust estimated schedules for the remaining work. If no changes are needed, we are kindly requesting a change order be considered in the amount of \$59,406.31 be applied to our original Purchase Order.



Feel free to contact us if you have further questions or would like to discuss the information presented within this letter.

Sincerely,



A blue ink signature of Jason Williams, P.E., is written above his name.

Jason Williams, P.E.  
Project Engineer

A blue ink signature of David Berry, P.E., is written above his name.

David Berry, P.E.  
President



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council

**THRU:** Susan Norton, Chief of Staff  
Jonathan Curth, Development Services Director  
Britin Bostick, Long Range Planning/Special Projects Manager

**FROM:** Sherry Smith, Long Range and Preservation Planner

**DATE:** March 14, 2023

**SUBJECT:** **A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$20,370.00 and to approve a budget adjustment. The grant award is \$20,000 for a historic context statement for the University Heights and Haskell Heights neighborhoods and \$370 for Historic District Commissioner training.**

---

**RECOMMENDATION:**

City staff recommends acceptance of a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2023 grant year in the amount of \$20,370. \$20,000 of the grant is specified for a historic context statement for the University Heights and Haskell Heights neighborhoods and \$370 is specified for approved Historic District Commissioner training.

**BACKGROUND:**

In December of 2022 City Council approved the application for a Certified Local Government Grant (CLG) in the amount of \$20,370 from the Arkansas Historic Preservation Program (AHPP). The Council also approved a budget adjustment at that time of \$5,000 as a grant match. On February 22, 2023 staff received an email from AHPP that the full grant amount requested was awarded to the City of Fayetteville. This will provide a total project budget for the historic context statement of \$25,000 and training funds for the Historic District Commission and supporting staff to attend training in May.

**DISCUSSION:**

A historic context statement is an identification and evaluation of historical development patterns, history, and recognition of historically significant structures or groupings in the survey area. A qualified consultant will complete this work for the University Heights and Haskell Heights neighborhoods situated to the west of the University of Arkansas main campus. The consultant will prepare a Historic Context Statement for the neighborhoods, which includes narratives, summaries and characteristics of neighborhood property types. The project deliverables are anticipated to support confirming the eligibility of both the neighborhoods and individual structures in the neighborhoods for listing on the National Register of Historic Places.

The attached grant agreement lays out the requirements for the CLG grant, which is a reimbursement grant. The City must be under contract for the historic context statement project by August 15, 2023 and must complete the grant-funded work by September 30, 2024. Appendix A of the attached grant agreement provides the requirements for Historic Resources Survey and Documentation, and Appendix F states the Professional

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)



Qualification Standards.

**BUDGET/STAFF IMPACT:**

This will add \$20,000 to the project budget for the University Heights & Haskell Heights Historic Context Statement Project and \$370 to the travel and training budget for Historic District Commissioners and support staff.

**ATTACHMENTS:** SRF Historic Context Stmt CLG Grant Award, BA Historic Context Stmt CLG Grant Award, 23-CLG-02 Fayetteville\_agreement

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-550**

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**A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$20,370.00 and to approve a budget adjustment. The grant award is \$20,000 for a historic context statement for the University Heights and Haskell Heights neighborhoods and \$370 for Historic District Commissioner training.**

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A GRANT AGREEMENT ACCEPTING A CERTIFIED LOCAL GOVERNMENT GRANT THROUGH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$20,370.00 FOR THE PREPARATION OF A HISTORIC CONTEXT STATEMENT FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute a grant agreement accepting a Certified Local Government grant through the Arkansas Historic Preservation Program, in the amount of \$20,370.00 for the preparation of a historic context statement for the University Heights and Haskell Heights neighborhoods.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

# City of Fayetteville Staff Review Form

**2023-550**

**Item ID**

**4/4/2023**

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

Sherry Smith

3/17/2023

LONG RANGE PLANNING (634)

**Submitted By**

**Submitted Date**

**Division / Department**

## Action Recommendation:

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$20,370.00 and to approve a budget adjustment. The grant award is \$20,000 for a historic context statement for the University Heights and Haskell Heights neighborhoods and \$370 for Historic District Commissioner training.

## Budget Impact:

1010.090.6600-5314.00

1010.090.6600-5304.00

General Fund

Account Number

Fund

32207.2023

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

Project Number

Project Title

**Budgeted Item?** Yes

Total Amended Budget

\$ 5,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

**\$ 5,000.00**

**Does item have a direct cost?** No

Item Cost

\$ -

**Is a Budget Adjustment attached?** Yes

Budget Adjustment

\$ 20,370.00

Remaining Budget

**\$ 25,370.00**

V20221130

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** **277-22**

**Change Order Number:** \_\_\_\_\_

**Approval Date:** **12/6/2022**

**Original Contract Number:** \_\_\_\_\_

**Comments:**

|             |                           |                   |
|-------------|---------------------------|-------------------|
| Budget Year | Division                  | Adjustment Number |
| 2023        | LONG RANGE PLANNING (634) |                   |
|             | Requestor: Sherry Smith   |                   |

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$20,370.00 and to approve a budget adjustment. The grant award is \$20,000 for a historic context statement and \$370 for Historic District Commissioner training.

|                      |                    |          |
|----------------------|--------------------|----------|
|                      | COUNCIL DATE:      | 4/4/2023 |
|                      | ITEM ID#:          | 2023-550 |
|                      | Holly Black        |          |
|                      | 3/15/2023 2:57 PM  |          |
|                      | Budget Division    | Date     |
|                      | D - (City Council) |          |
| TYPE:                |                    |          |
| JOURNAL #:           |                    |          |
| GLDATE:              |                    |          |
| CHKD/POSTED:         | /                  |          |
| RESOLUTION/ORDINANCE |                    |          |

Page 134 of 321

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

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

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

**I. SCOPE OF WORK**

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

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

**II. TIME FRAME of AGREEMENT**

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

**III. PAYMENTS**

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

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

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

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

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

#### IV. MILESTONES

A. University-Haskell Heights Historic Context Statement

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

#### V. AHPP RESPONSIBILITIES

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

#### VI. REPORTING REQUIREMENTS

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

| <b>Period</b>          | <b>Date Due</b>  |
|------------------------|------------------|
| March-June, 2023       | July 15, 2023    |
| July-Sept, 2023        | October 15, 2023 |
| October-December, 2023 | January 15, 2024 |
| January-March, 2024    | April 15, 2024   |
| April-June, 2024       | July 15, 2024    |
| July-September, 2024   | October 15, 2024 |
| FINAL                  | October 31, 2024 |

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

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

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

## VII. REQUIRED TRAINING

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

## VIII. COMPLIANCE

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

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

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

## IX. MANAGEMENT AND BUDGET GUIDELINES

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



responsibilities assumed by the City under this grant agreement.

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

- 1) Administrative Requirements:  
*2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*
- 2) Determination of Allowable Costs:  
*2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*
- 3) Audit Requirements:  
*2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*
- 4) Code of Federal Regulations/Regulatory Requirements:  
  
*2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";*  
  
*2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";*  
  
*43 CFR Part 18, "New Restrictions on Lobbying";*  
  
*2 CFR Part 175, "Trafficking Victims Protection Act of 2000";*  
  
*FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and*  
  
*2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS).*

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

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

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

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

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

#### XI. DEVELOPMENT PROJECTS

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

#### XII. LIMITATION OF LIABILITY

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

#### XIII. PROJECT CANCELLATION

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

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

XIV. AMENDMENTS

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

XV. APPENDICES

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

**SIGNATURES**

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

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City of Fayetteville Signature

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Name (printed)

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Title

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Date

---

Date

## **APPENDIX A: Historic Resources Survey and Documentation**

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

### **A. CITY'S RESPONSIBILITIES**

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

### **B. CONTRACTOR'S RESPONSIBILITIES**

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

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

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at [https://www.nps.gov/history/local-law/arch\\_stnds\\_0.htm](https://www.nps.gov/history/local-law/arch_stnds_0.htm)). The survey report should, at minimum, contain the following elements:
  - Survey methodology
  - A brief historic context specific to the area surveyed
  - A brief overview of historic resource types within the area surveyed
  - Maps outlining the boundaries of the area surveyed
  - Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
  - Maps locating properties by resource number and address
  - Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable, digital format, such as a database, spreadsheet, GIS data, or similar data file.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared



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

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

C. AHPP RESPONSIBILITIES

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

## **APPENDIX B: National Register of Historic Places Nominations**

The production of nominations of historic structures, sites, etc., for listing on the National Register of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

### **A. CITY'S RESPONSIBILITIES**

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

### **B. CONTRACTOR'S RESPONSIBILITIES**

1. It is required that the contractor complete a National Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.

2. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in the “National Register Photo Policy Factsheet.”
3. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions.
4. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.
5. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.
6. Any contractor who has not submitted an accepted National Register of Historic Places form in the last five (5) years must attend a training class on completing National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
7. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
8. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
9. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.

10. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.
11. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
12. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
13. The contractor will conduct meetings with AHPP as required to complete the project.
14. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and two digital copies of any nominations to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.
2. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

## **APPENDIX C: Design Guidelines and Preservation Plans**

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

### **A. CITY'S RESPONSIBILITIES**

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. The City will submit a draft copy of the design guidelines to AHPP for review, comments, and approval prior to printing, and will not give final approval to the product or proceed with final printing of the document until approval has been received by AHPP.
5. The City will ensure that any contractor engaged to prepare design guidelines funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (see Appendix F) as an Architectural Historian, a Historic Preservation Planner, or a Historic Preservationist with experience equivalent to one or both those professions. Any contractor engaged to prepare a preservation plan must be qualified as a Historic Preservation Planner or a Historic Preservationist with experience equivalent to a Preservation Planner.

### **B. CONTRACTOR'S RESPONSIBILITIES**

1. The contractor will design and complete a preservation plan or plans, when applicable, in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning (see at [Article Series \(U.S. National Park Service\) \(nps.gov\)](#) ).

2. The contractor will draft design guidelines, when applicable, that include, at minimum:
  - a. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
  - b. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A.C.A. § 14-172-201, et seq., and local ordinance.
  - c. A list of addresses within such historic districts;
  - d. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
  - e. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
  - f. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 68.
  - g. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.
3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. The contractor must be able to comply with deadlines and provide initial and completed deliverables by the dates set forth in the contract between the City and the Contractor.
6. The contractor will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
2. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion.



## **APPENDIX D: Rehabilitation Work to Historic Properties**

Projects for rehabilitation work to historic properties funded under this grant agreement will meet the following minimum standards, as applicable:

### **A. CITY'S RESPONSIBILITIES**

1. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
3. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
4. Architects/Engineers/Contractors must have the requisite experience and training in historic preservation or relevant field to oversee investigation, design and project work, as determined in consultation with AHPP. See Appendix F.
5. The City will submit plans and specifications to AHPP for all proposed work that is part of any project funded by this grant that would make any material alteration in any feature of any property listed on or eligible for listing on the National Register of Historic Places, either individually or as a contributing feature in a district. The City will not begin any such work until approval has been granted by AHPP.
  - a. A site plan that has the north direction clearly marked
  - b. A city/county map with the site of the property clearly labeled
  - c. Set of plans and specifications for the project
  - d. Photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.

- e. Interior photographs of all major rooms and those involved in the project, labels, and keyed to a floor plan
  - f. Any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.
6. The City will ensure that the Contractor performs all work in compliance with the plans and specifications as approved by AHPP.
  7. All projects must comply with the Americans with Disabilities Act, the Architectural Barriers Act, and the Rehabilitation Act of 1973.
  8. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation*. The *Standards* are:
    1. *A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*
    2. *The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*
    3. *Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.*
    4. *Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.*
    5. *Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*
    6. *Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.*
    7. *Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.*

*8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.*

*9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*

*10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

#### **B. CONTRACTOR'S RESPONSIBILITIES**

1. The Contract will perform all work in compliance with the plans and specifications as approved by AHPP.
2. All products and projects must comply with the applicable Secretary of the Interior's *Standards for Rehabilitation*. The *Standards* are:

*1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.*

*2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.*

*3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.*

*4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.*

*5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.*

*6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.*

*7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.*

*8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.*

*9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*

*10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

3. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
4. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. The contractor must be able to comply with deadlines set forth in the contract between the City and the Contractor.

6. The contractor must erect a project sign acknowledging the assistance of the Department of the Interior, the National Park Service, the Department of Arkansas Heritage, and the AHPP at the project site. This sign will be provided by the AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms or architectural plans in its possession for all buildings included in the contract for services.
2. AHPP will review and approve or comment on all plans and specifications submitted by the City within 14 business days of submission of plans and specifications that allow for a clear and complete understanding of the scope and detail of the project.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

## **APPENDIX E: Other Consultant Contracts and Products**

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

### **A. CITY'S RESPONSIBILITIES**

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

Standards.

## B. CONTRACTOR'S RESPONSIBILITIES

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

## C. AHPP RESPONSIBILITIES

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

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

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



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

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

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

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

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



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Susan Norton, Chief of Staff  
**FROM:** Jared Rabren, Airport Director  
**DATE:** March 13, 2023  
**SUBJECT:** **Creamer Pilot Services, LLC lease agreement**

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**RECOMMENDATION:**

The Aviation Division requests approval and signature of the Mayor on a lease agreement between the City of Fayetteville and Creamer Pilot Services, LLC for office space and corporate hangar space.

**BACKGROUND:**

Creamer Pilot Services, LLC operates a Part 135 charter service offering private air charter and aircraft management. Creamer Pilot Services, LLC operates multiple jets from Drake Field and employs 10+ employees.

**DISCUSSION:**

Creamer Pilot Services, LLC would like to continue to lease the corporate hangar space and office space for their Part 135 charter service.

**BUDGET/STAFF IMPACT:**

The lease will provide \$64,939.20 in revenue annually to the airport.

**ATTACHMENTS:** Creamer Pilot Services, LLC SRF, Creamer Pilot Services, LLC lease agreement



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-547**

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### **Creamer Pilot Services, LLC lease agreement**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH CREAMER PILOT SERVICES, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AND CORPORATE HANGAR SPACE AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$5,411.60 PER MONTH

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a three year lease agreement with Creamer Pilot Services, a copy of which is attached to this Resolution and made a part hereof, for office space in the Airport Terminal Building and corporate hangar space for rent in the amount of \$5,411.30 per month.

# City of Fayetteville Staff Review Form

2023-547

Item ID

4/4/2023

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

Jared Rabren

3/13/2023

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

## Action Recommendation:

The Aviation Division requests approval and signature of the Mayor on a lease agreement between the City of Fayetteville and Creamer Pilot Services, LLC for office space and corporate hangar space.

## Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 230-20

Change Order Number:

Approval Date: 9/15/2020

Original Contract Number:

Comments:

## LEASE AGREEMENT

This **LEASE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and **Creamer Pilot Services, LLC**, 4500 S School Ave Ste. M, Fayetteville, AR 72701, 479-841-4262, hereinafter called "**Creamer Pilot Services, LLC**."

**WHEREAS**, City is the owner of an airport known as the Fayetteville Airport, Drake Field, herein referred to as the "Airport"; and

**WHEREAS**, City is the owner of an aircraft hangar and office space at the Airport; and

**WHEREAS**, **Creamer Pilot Services, LLC** desires to lease said corporate aircraft hangar and office space,

**NOW, THEREFORE**, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. City leases to **Creamer Pilot Services, LLC**, and **Creamer Pilot Services, LLC** leases from City, approximately 18,750 sq. ft.. of corporate hangar space and 2730 sq. ft. of office space in the Terminal Building located at 4500 S. School Ave, Fayetteville, Arkansas, as reflected on "Exhibit A" attached hereto and made a part hereof.
2. **Creamer Pilot Services, LLC** is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.
3. **Creamer Pilot Services, LLC** shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for **Creamer Pilot Services, LLC**, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to **Creamer Pilot Services, LLC**.
4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for THREE YRS (3) year(s) commencing on the \_\_\_\_ day of \_\_\_\_\_, 2023, and ending on the \_\_\_\_ day of \_\_\_\_\_, 2026.

This Lease Agreement may be terminated by either party with a sixty (60) day written notice.

5. Rent: **Creamer Pilot Services, LLC** agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: **FIVE THOUSAND FOUR HUNDRED AND ELEVEN DOLLARS AND SIXTY CENTS, (\$5,411.60) per month** until expiration.

The initial lease payment is due and payable upon execution of this Lease Agreement, and all subsequent monthly lease payments shall be payable in advance on, or before, the 1<sup>st</sup> day of each month. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all overdue payments, at the maximum rate allowed by law.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of **Creamer Pilot Services, LLC**. **Creamer Pilot Services, LLC** shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. **Creamer Pilot Services, LLC** shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: **Creamer Pilot Services, LLC** shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by **Creamer Pilot Services, LLC** without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of **Creamer Pilot Services, LLC**, or **Creamer Pilot Services, LLC** agents or invites, upon notice from **Creamer Pilot Services, LLC**, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. **Creamer Pilot Services, LLC** shall not make any alterations to the controls of the hangar doors.

10. **Creamer Pilot Services, LLC** agrees to observe and obey City's Ordinances and Regulations

with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of **Creamer Pilot Services, LLC** aircraft at the Airport.

*“The Minimum Standards for Fayetteville Executive Airport, Drake Field”* herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. **Creamer Pilot Services, LLC** agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. **Creamer Pilot Services, LLC** agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. **Creamer Pilot Services, LLC** further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City’s standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: **Creamer Pilot Services, LLC** shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City’s written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which **Creamer Pilot Services, LLC** is responsible or legally liable, **Creamer Pilot Services, LLC** shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney’s fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by **Creamer Pilot Services, LLC**, **Creamer Pilot Services, LLC** agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of **Creamer Pilot Services, LLC**, said premises shall be repaired with due diligence by City at City’s expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City’s own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this

agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

14. **Creamer Pilot Services, LLC** shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, **Creamer Pilot Services, LLC** shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. **Creamer Pilot Services, LLC** agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by **Creamer Pilot Services, LLC** use or occupancy of the lease premises; provided, however, that **Creamer Pilot Services, LLC** shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. **Creamer Pilot Services, LLC** agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

17. Assigning, Subletting and Encumbering. **Creamer Pilot Services, LLC** shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport



to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of **Creamer Pilot Services, LLC**' creditors or otherwise by operation of law shall not be effective to transfer or assign **Creamer Pilot Services, LLC**' interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither **Creamer Pilot Services, LLC**' interest in this Agreement, not any estate created hereby in **Creamer Pilot Services, LLC** nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of **Creamer Pilot Services, LLC** are transferred, or if any partnership interests of **Creamer Pilot Services, LLC** are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of **Creamer Pilot Services, LLC**, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and **Creamer Pilot Services, LLC** shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease **Creamer Pilot Services, LLC** right to use the demised premises shall cease, and **Creamer Pilot Services, LLC** shall vacate the premises without unreasonable delay. All property installed, erected, or placed by **Creamer Pilot Services, LLC** in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of **Creamer Pilot Services, LLC**. **Creamer Pilot Services, LLC** shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to **Creamer Pilot Services, LLC**' obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by **Creamer Pilot Services, LLC** prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

19. City may enter the premises leased to **Creamer Pilot Services, LLC** at any reasonable time for any purpose necessary or incidental to the performance of its obligations or **Creamer Pilot Services, LLC**' obligations hereunder.

20. **Creamer Pilot Services, LLC** shall maintain the demised premises in a clean and orderly fashion at all times. **Creamer Pilot Services, LLC** shall be responsible for the upkeep and mowing of the leased property.

21. **Creamer Pilot Services, LLC** shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. **Creamer Pilot Services, LLC** agrees that habitation of the hangar building or offices as a residence is prohibited.

23. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

**City of Fayetteville**  
Airport Administration Office  
4500 S. School Ave., Suite F  
Fayetteville, AR 72701  
(479) 718-7642

**Creamer Pilot Services, LLC**  
4500 S School Ave Ste. M  
Fayetteville, AR 72701  
(479) 841-4262

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

**IN WITNESS WHEREOF**, the parties have executed this Lease on the day and year first above written.

**CITY OF FAYETTEVILLE, ARKANSAS**

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

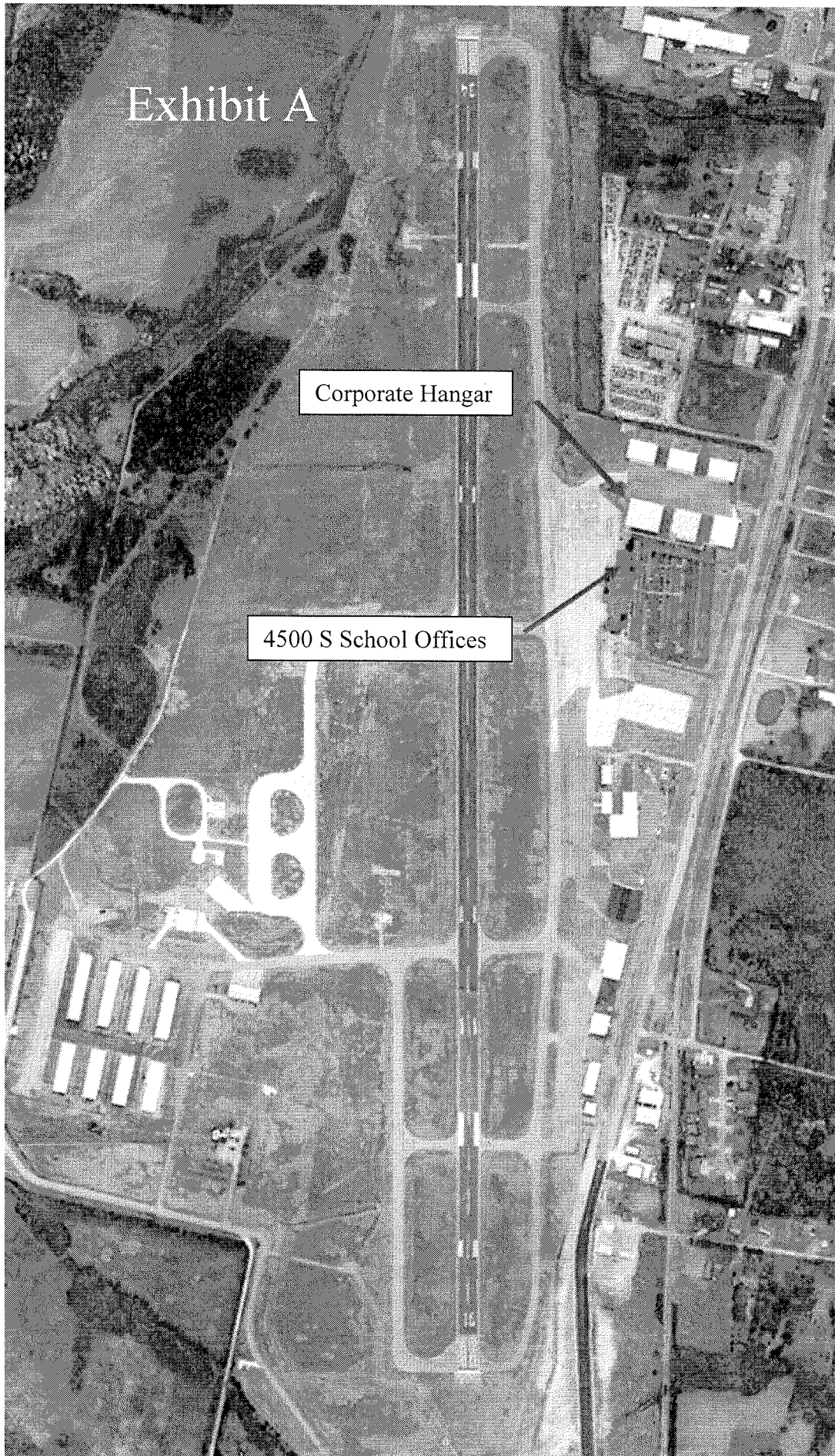
**ATTEST**

By: \_\_\_\_\_  
Kara Paxton, City Clerk and Treasurer

**Lance Creamer, Creamer Pilot Services, LLC**

By:  \_\_\_\_\_  
 \_\_\_\_\_  
Title

# Exhibit A





**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Chris Brown, Public Works Director  
**FROM:** Alan Pugh, Staff Engineer  
**DATE:** March 2, 2023  
**SUBJECT:** **Approval of an agreement in the amount of \$41,812 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements**

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**RECOMMENDATION:**

Staff recommends approving an agreement in the amount of \$41,812 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

**BACKGROUND:**

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

**DISCUSSION:**

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

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

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

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)

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

**BUDGET/STAFF IMPACT:**

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

**ATTACHMENTS:** SRF-MS4 Education Agreement, MOU 2023 Fayetteville, Cost\_Allocation\_2023, SWMP - Stormwater Education 2020-2024, Ord 6282 Stormwater Education

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-509**

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**Approval of an agreement in the amount of \$41,812 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements**

A RESOLUTION TO APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,812.00 FOR A STORMWATER EDUCATION PROGRAM FOR 2023 TO SATISFY PORTIONS OF THE NPDES PHASE II STORMWATER PERMIT REQUIREMENTS

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

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City of Fayetteville and the Northwest Arkansas Regional Planning Commission in the amount of \$41,812.00 for a Stormwater Education Program to be provided in 2023 by the University of Arkansas Cooperative Extension Service to satisfy portions of the NPDES Phase II Stormwater Regulations.

# City of Fayetteville Staff Review Form

**2023-509**

**Item ID**

**4/4/2023**

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

Chris Brown

3/2/2023

ENGINEERING (621)

**Submitted By**

**Submitted Date**

**Division / Department**

## Action Recommendation:

Approval of an agreement in the amount of \$41,812 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

## Budget Impact:

4470.621.8810-5314.00

Sales Tax Capital Improvements

Account Number

Fund

02097.1

Stormwater Quality Management (Stormwater  
Quality Mgmt/Nutrient Reduct)

Project Number

Project Title

**Budgeted Item?** Yes

Total Amended Budget

\$ 208,391.00

Expenses (Actual+Encum)

\$ 3,650.96

Available Budget

**\$ 204,740.04**

**Does item have a direct cost?** Yes

Item Cost

\$ 41,812.00

**Is a Budget Adjustment attached?** No

Budget Adjustment

\$ -

Remaining Budget

**\$ 162,928.04**

V20221130

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** **Ord 6282**

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**

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

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

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

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

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

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

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

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

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



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

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

**SECTION 1.** To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2023– December 31, 2023), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction’s pro-rated share of the region’s 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

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

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

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.**

\_\_\_\_\_  
FAYETTEVILLE OFFICIAL



Jeff Hawkins  
Director  
NWARPC

**2023 Cost Allocation\* of U of A Cooperative Extension Service Regional Stormwater Education and NWA Regional Planning Commission Stormwater Coordination for NWA MS4 Jurisdictions**

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

***Using 2010 US Census Urban Block Data for the 20 MS4 Collaborating Jurisdictions***

| <b>Jurisdiction</b> | <b>Urbanized Area Population</b> | <b>Total Population</b> | <b>% Urbanized Area Population</b> | <b>\$2,000 Base + % Urbanized Area</b> |
|---------------------|----------------------------------|-------------------------|------------------------------------|----------------------------------------|
| Greenland           | 721                              | 1,294                   | 0.24%                              | \$2,438.52                             |
| Elm Springs         | 973                              | 1,535                   | 0.33%                              | \$2,591.79                             |
| Cave Springs        | 969                              | 1,931                   | 0.33%                              | \$2,589.36                             |
| Tontitown           | 71                               | 2,460                   | 0.02%                              | \$2,043.18                             |
| Little Flock        | 1,742                            | 2,585                   | 0.59%                              | \$3,059.51                             |
| Elkins              | 1,991                            | 2,648                   | 0.67%                              | \$3,210.96                             |
| Johnson             | 3,123                            | 3,354                   | 1.06%                              | \$3,899.46                             |
| Prairie Grove       | 69                               | 4,380                   | 0.02%                              | \$2,041.97                             |
| Pea Ridge           | 4,298                            | 4,794                   | 1.46%                              | \$4,614.11                             |
| Farmington          | 4,964                            | 5,974                   | 1.68%                              | \$5,019.18                             |
| Lowell              | 6,574                            | 7,327                   | 2.23%                              | \$5,998.41                             |
| Centerton           | 9,135                            | 9,515                   | 3.10%                              | \$7,556.05                             |
| Bella Vista         | 22,841                           | 26,461                  | 7.74%                              | \$15,892.26                            |
| U of A              | 5,801                            | 27,503                  | 1.97%                              | \$5,528.26                             |
| Bentonville         | 33,801                           | 35,301                  | 11.45%                             | \$22,558.31                            |
| Washington County   | 1,868                            | 203,065                 | 0.63%                              | \$3,136.15                             |
| Benton County       | 5,339                            | 221,339                 | 1.81%                              | \$5,247.27                             |
| Rogers              | 54,897                           | 58,895                  | 18.60%                             | \$35,389.24                            |
| Springdale          | 70,447                           | 73,119                  | 23.87%                             | \$44,847.00                            |
| Fayetteville        | 65,457                           | 73,580                  | 22.18%                             | \$41,812.00                            |

|                       |                |  |                |                     |
|-----------------------|----------------|--|----------------|---------------------|
| <b>Program Totals</b> | <b>295,081</b> |  | <b>100.00%</b> | <b>\$219,473.00</b> |
|                       |                |  |                |                     |

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

\* These dollar breakouts assume all jurisdictions participate

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

## **Minimum Control Measure #1:**

### **Public Education and Outreach on Stormwater Impacts**

#### **Decision Process**

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

#### **Public Education/Outreach BMPs**

##### *Develop and distribute educational materials*

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

##### *Measureable Goals:*

- Mechanism types and numbers of educational materials will be documented.

- Develop 5 educational materials across the permit term.

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

##### *Conduct stormwater education activities*

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

##### *Measureable Goal:*

- Stormwater education programs will be conducted and documented.

#### **Responsible Party**

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

#### **Performance Standard:**

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

**Minimum Control Measure #1:  
5 Year Implementation Schedule**

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

## **Minimum Control Measure #2:**

### **Public Involvement/Participation**

#### **Decision Process**

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

#### **Target Audience**

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

#### **Public Involvement/Participation BMPs**

##### *Engage Residents in Public Participation/Involvement Activities*

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

##### *Measureable Goal:*

Public participation activities will be documented.

#### **Responsible Party**

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

#### **Performance Standard**

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



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

**Ordinance: 6282**

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**File Number: 2020-0064**

**NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:**

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

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

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

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

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

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

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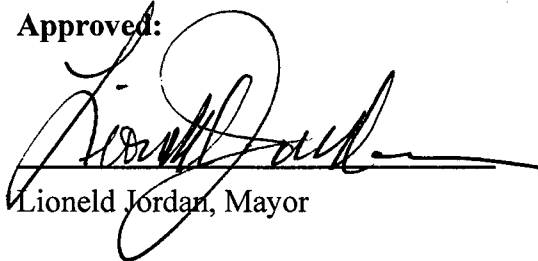
the stormwater education program will be a requirement each permit year.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding through 2024 and further authorizes the Mayor to sign a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City and the Northwest Arkansas Regional Planning Commission in the amount of \$42,591.06 for a Stormwater Education Program to be provided in 2020 by the University of Arkansas Cooperative Extension Service to satisfy portions of the Environmental Protection Agency's Phase II Stormwater Regulations.

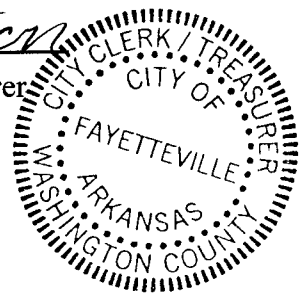
PASSED and APPROVED on 2/4/2020

**Approved:**

  
Lioneld Jordan, Mayor

**Attest:**

  
Kara Paxton, City Clerk Treasurer





# City of Fayetteville, Arkansas

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

## Text File

File Number: 2020-0064

Agenda Date: 2/4/2020

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 7

### NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:

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

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

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

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

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

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

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding through 2024 and further authorizes the Mayor to sign a



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

**City of Fayetteville Staff Review Form**

**2020-0064**

**Legistar File ID**

**2/4/2020**

**City Council Meeting Date - Agenda Item Only**

**N/A for Non-Agenda Item**

**Alan Pugh**

**1/17/2020**

**ENGINEERING (621)**

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

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

**Budget Impact:**

**4470.621.8810-5817.00**

**Sales Tax Capital Improvements**

**Account Number**

**Fund**

**02097.1**

**Stormwater Quality Management (Stormwater  
Quality Mgmt/Nutrient Reduct)**

**Project Number**

**Project Title**

**Budgeted Item? Yes**

**Current Budget \$ 160,000.00**

**Funds Obligated \$ -**

**Current Balance \$ **160,000.00****

**Does item have a cost? Yes**

**Item Cost \$ 42,591.06**

**Budget Adjustment Attached? No**

**Budget Adjustment \$ -**

**Remaining Budget \$ **117,408.94****

V20180321

**Purchase Order Number:**

**Previous Ordinance or Resolution #**

**Change Order Number:**

**Approval Date:**

**Original Contract Number:**

**Comments:**



**CITY OF  
FAYETTEVILLE  
ARKANSAS**

**CITY COUNCIL MEMO**

**MEETING OF FEBRUARY 4, 2020**

**TO:** Mayor and City Council

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

**FROM:** Alan Pugh, Staff Engineer

**DATE:** January 17, 2020

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

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**DISCUSSION:**

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

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

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

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

**BUDGET/STAFF IMPACT:**

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

**Attachments:**

Memorandum of Understanding

Cost Allocation Summary

Urban Stormwater Education Program 2020-2024 Summary



## **NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION**

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• <http://nwarpc.org>

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September 24, 2019

Alan Pugh,

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

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

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

NWARPC will invoice in January 2020.

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

Sincerely,

Celia Scott-Silkwood, AICP

Regional Planner

[cscott-silkwood@nwarpc.org](mailto:cscott-silkwood@nwarpc.org)

479-751-7125 ext. 106

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

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

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

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

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

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

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

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

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

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

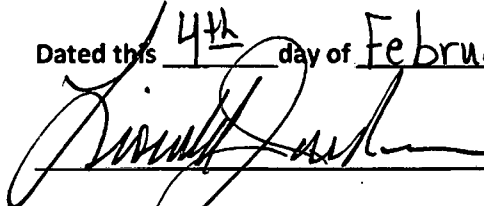
**NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:**

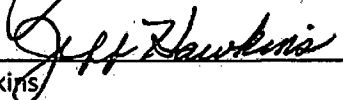
**SECTION 1.** To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2020 – December 31, 2020), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs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

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

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

Dated this 4<sup>th</sup> day of February, 2020.

  
FAYETTEVILLE

  
Jeff Hawkins NWARPC

**2020 Cost Allocation\* of U of A Cooperative Extension Service Regional Stormwater Education Planning and NWA**

**Regional Commission Stormwater Coordination for NWA MS4 Jurisdictions**

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

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

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

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

\* These dollar breakouts assume all jurisdictions participate

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



## **Minimum Control Measure #1:**

### **Public Education and Outreach on Stormwater Impacts**

#### **Decision Process**

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

#### **Public Education/Outreach BMPs**

##### *Develop and distribute educational materials*

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

##### *Measureable Goals:*

- Mechanism types and numbers of educational materials will be documented.

- Develop 5 educational materials across the permit term.

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

##### *Conduct stormwater education activities*

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

##### *Measureable Goal:*

- Stormwater education programs will be conducted and documented.

#### **Responsible Party**

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

#### **Performance Standard:**

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

**Minimum Control Measure #1:  
5 Year Implementation Schedule**

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

## **Minimum Control Measure #2:**

### **Public Involvement/Participation**

#### **Decision Process**

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

#### **Target Audience**

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

#### **Public Involvement/Participation BMPs**

##### *Engage Residents in Public Participation/Involvement Activities*

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

##### *Measureable Goal:*

Public participation activities will be documented.

#### **Responsible Party**

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

#### **Performance Standard**

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



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council

**THRU:** Susan Norton, Chief of Staff  
Jonathan Curth, Development Services Director  
Jessica Masters, Development Review Manager

**FROM:** Ryan Umberger, Senior Planner

**DATE:**

**SUBJECT:** **RZN-2023-0002: Rezoning (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367): Submitted by COMMUNITY BY DESIGN for properties located SE OF N. GREGG AVE AND W. ELM ST in WARD 2. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 1.71 acres. The request is to rezone 0.76 acres of the subject property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and 0.95 acres to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

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**RECOMMENDATION:**

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

**BACKGROUND:**

The subject properties are immediately southeast of the intersection of N. Gregg Avenue and W. Elm Street. The site is composed of two lots totaling 1.71 acres and is zoned RSF-4, Residential Single-family, 4 Units per Acre. No existing structures occupy the property, though there are overhead transmission lines along the south boundary. There is dense vegetation throughout the site but no zoning overlays or special regulations apply.

*Request:* The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to RI-12, Residential Intermediate, 12 Units per Acre RI-U, Residential Intermediate-Urban.

*Public Comment:* Staff has received public comment in favor and opposed to the rezoning. A letter of support states they are agreeable due to prior high-quality development that has been completed by the applicant. A letter opposing the rezoning states a preference for single-family development and identified issues with vehicular and bicycle safety. Staff also received a pair of phone calls opposing the rezoning identifying issues with tree removal and degradation of wildlife habitats, exacerbating dangerous traffic conditions, increased density, and that there is no assurance that affordable housing would be developed. Additional public comment in opposition to the request was heard at the February 13th Planning Commission meeting. Those who spoke said rezoning would cause or worsen issues with traffic, site access, increased density, and tree removal.

*Land Use Compatibility:* Staff finds the request to rezone the subject properties to RI-12 and RI-U is compatible given the surrounding context. Properties in the near vicinity are primarily used for residential purposes with

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

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some non-residential uses further afield to the north or separated by street and railroad right-of-way to the west. Two-family up to multi-family dwellings are present to the south along N. Gregg Avenue; to the north, west, and east properties are mostly developed with single-family homes. RSF-4 limits the use of the property to single-family dwellings and accessory uses. Rezoning broadens the permitted housing types, allowing everything from single- up to four-family dwellings by-right. RI-12 and RI-U prescribe the inclusion of a build-to-zone which requires that buildings address the public street where RSF-4 has a 15-foot front setback. Cluster housing developments are permitted by-right in RI-12 and RI-U zoning where they are a conditional use in RSF-4. The proposed rezoning would increase the permitted density at the site. RI-12 limits density to 12 units per acre and RI-U has an unlimited density.

Of the overall lot area, 0.76 acres of the east and south sides of the property are proposed to be rezoned to RI-12; 0.95 acres along the west side of the property is proposed to be rezoned to RI-U. Staff also finds that the bulk and area regulations are suitable and not out of context with the surrounding properties. The east and south extents are proposed to be rezoned to RI-12. In RI-12 zoning single family developments are permitted the smallest lot size with 50-foot minimum widths and 5,000 square foot minimum areas. Two-family dwellings have the same minimum lot width but require 7,260 square feet in area, and three-family dwellings and above require 90-foot lot widths and 10,890 square foot lots. RI-12 zoning merely requires an 18-foot lot width minimum for residential uses, meaning the higher density development pattern would be likeliest to occur along N. Gregg Avenue where there are other mixed density residential developments. The inclusion of a build-to-zone with the RI-12 and RI-U zoning districts also requires that buildings address N. Gregg Avenue which promotes walkability and pedestrian friendliness along a street lacking comfortable amenities.

*Land Use Plan Analysis:* Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning to RI-12 and RI-U serves to contribute towards City Plan 2040 goals #1 – Appropriate Infill, 4 – Growing a Livable Transportation Network, and 6 – Create Opportunities for Attainable Housing. First, the site scores moderately on the Infill Scoring Matrix. Rezoning would put added residential density on properties with ready access to basic development needs such as public streets, water, and sanitary sewer. The property is also proximate to multiple schools including a Woodland Junior High, The New School, and the Fayetteville Montessori School. Rezoning aligns with Goal #4 since additional residential density would be located near multiple transit routes, non-residential uses and employment centers like the VA Medical Center.

Last, rezoning allows more diverse housing options than its current entitlements. A range of single- to four-family dwellings provides more opportunity for affordable options than a strictly single-family district. The request is consistent with the future land use map which designates the site as split between a Residential Neighborhood and City Neighborhood Area. Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. City Neighborhood Areas encourage density in all housing types provide and provide a varying mix of nonresidential and residential uses. Staff finds the subject rezoning will help facilitate redevelopment of an infill site rather than contributing to suburban sprawl, create opportunities for diverse and attainable housing, and promotes residential development that is connected to non-residential services.

**CITY PLAN 2040 INFILL MATRIX:** City Plan 2040's Infill Matrix indicates 7-9 attributes for this site that may contribute to appropriate infill. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 708 N. Garland Avenue)
- Near Sewer Main (8" sewer main, N. Gregg Avenue & W. Elm Street)
- Near Water Main (18" sewer main, N. Gregg Avenue & W. Elm Street)
- Near Public School (Woodland Junior High)

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Fayetteville, AR 72701

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- Near City Park (Gregory Park)
- Near ORT Bus Stop (Route 10)
- Near Razorback Transit Stop (Route 26 Peak)
- Near Paved Trail (Woodland Poplar Trail & Scull Creek Trail)
- Appropriate Future Land Use (City Neighborhood Area)

**DISCUSSION:**

At the February 13, 2023, Planning Commission meeting, a vote of 7-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Brink made the motion and Commissioner Canada seconded. Commissioners in favor of the rezoning found the request aligned with the surrounding context and the future land use map designation. Commissioner Garlock opposed the rezoning citing traffic and increased density among his concerns. Three members of the public spoke in opposition to the request during the meeting. Those who spoke asserted that rezoning would worsen traffic, especially without understanding how the site would be accessed. They also identified issues with increased density and tree removal.

**BUDGET/STAFF IMPACT:**

N/A

**ATTACHMENTS:** Corrected SRF, Exhibit A, Exhibit B, Corrected PC Report, B.1 Additional Information (Bill of Assurance) - 3/21/2023

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-450**

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**RZN-2023-0002: Rezoning (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367): Submitted by COMMUNITY BY DESIGN for properties located SE OF N. GREGG AVE AND W. ELM ST in WARD 2. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 1.71 acres. The request is to rezone 0.76 acres of the subject property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and 0.95 acres to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-002 LOCATED SOUTHEAST OF NORTH GREGG AVENUE AND WEST ELM STREET IN WARD 2 FOR APPROXIMATELY 1.71 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN, SUBJECT TO A BILL OF ASSURANCE

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single Family, 4 Units Per Acre to RI-12, Residential Intermediate, 12 Units Per Acre and RI-U, Residential Intermediate-Urban, subject to a bill of assurance.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2023-443

Legistar File ID

3/7/2022

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

Jonathan Curth

2/17/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0002: Rezoning (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367): Submitted by COMMUNITY BY DESIGN for properties located SE OF N. GREGG AVE AND W. ELM ST in WARD 2. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 1.71 acres. The request is to rezone 0.76 acres of the subject property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and 0.95 acres to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

|                             |    |                   |      |
|-----------------------------|----|-------------------|------|
| Account Number              |    | Fund              |      |
| Project Number              |    | Project Title     |      |
| Budgeted Item?              | No | Current Budget    | \$ - |
|                             |    | Funds Obligated   | \$ - |
|                             |    | Current Balance   | \$ - |
| Does item have a cost?      | No | Item Cost         | \$ - |
| Budget Adjustment Attached? | No | Budget Adjustment | \$ - |
|                             |    | Remaining Budget  | \$ - |

V20210527

Purchase Order Number: \_\_\_\_\_

Previous Ordinance or Resolution # \_\_\_\_\_

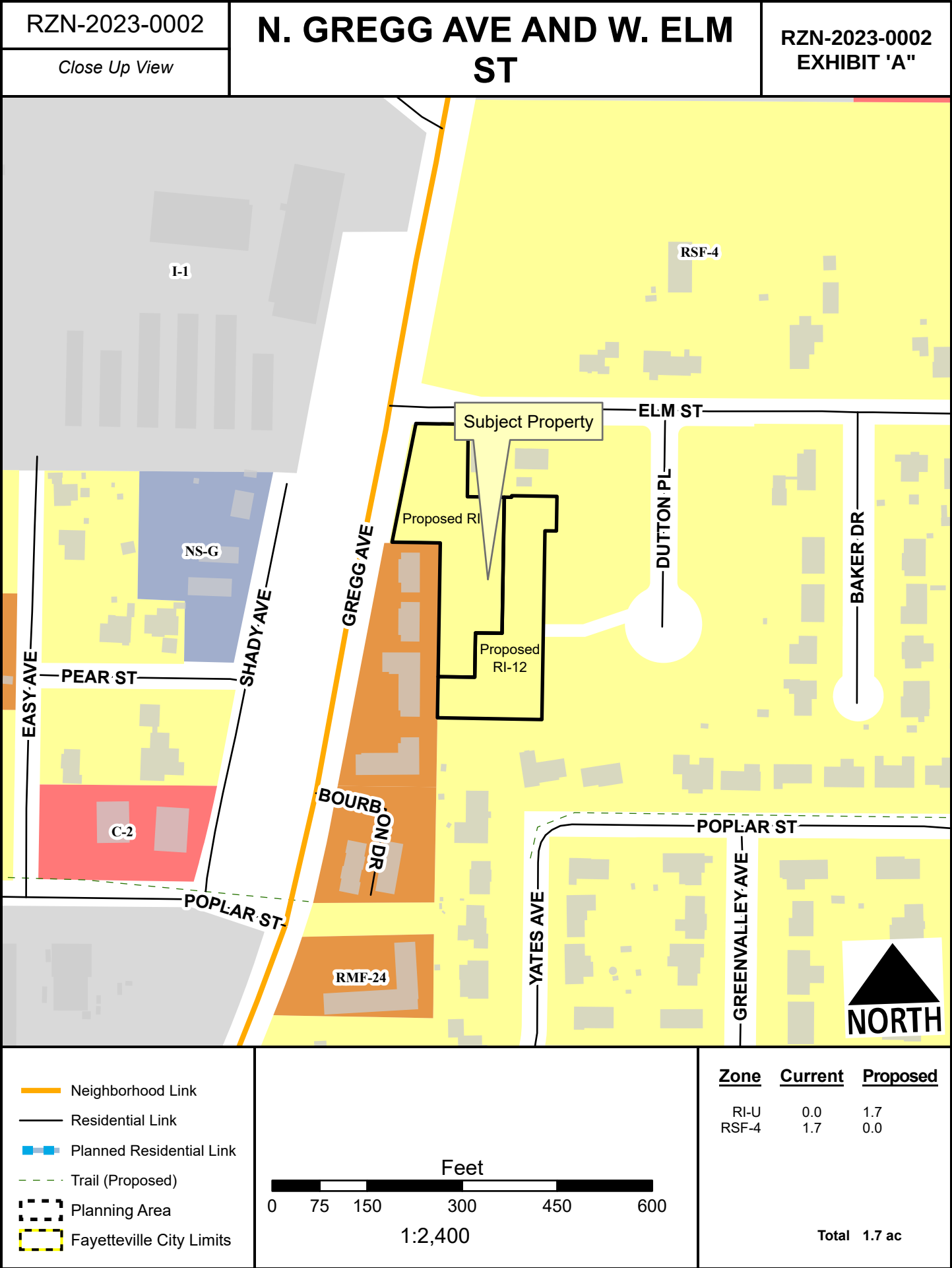
Change Order Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Comments:





SURVEY DESCRIPTION GREGG AVENUE AND ELM STREET – PORTION PROPOSED FOR REZONING TO RI-U:

A PART OF LOT NUMBERED FIFTEEN (15) AND A PART OF LOT NUMBERED SIXTEEN (16) IN GREEN ACRES, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 16 NORTH, RANGE 30 WEST, AS DESIGNATED UPON THE RECORDED PLAT OF SAID SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF ELM STREET WHICH IS S00°02'14"W 3.30' FROM THE NORTHWEST CORNER OF SAID LOT FIFTEEN AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N89°51'52"E 41.26', THENCE LEAVING SAID RIGHT-OF-WAY S00°08'08"E 114.50', THENCE N89°51'52"E 58.40', THENCE S00°02'13"W 214.72', THENCE N89°58'15"W 42.00', THENCE S00°02'14"W 70.00', THENCE N89°58'15"W 58.00', THENCE N00°02'18"E 211.16', THENCE N89°58'29"W 76.00' TO THE EAST RIGHT-OF-WAY OF GREGG AVENUE, THENCE ALONG SAID RIGHT-OF-WAY N10°29'26"E 190.84' TO THE SOUTH RIGHT-OF-WAY OF ELM STREET, THENCE ALONG SAID RIGHT-OF-WAY N89°51'52"E 41.38' TO THE POINT OF BEGINNING, CONTAINING 0.95 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

SURVEY DESCRIPTION GREGG AVENUE AND ELM STREET – PORTION PROPOSED FOR REZONING TO RI-12:

A PART OF LOT NUMBERED FIFTEEN (15) AND A PART OF LOT NUMBERED SIXTEEN (16) IN GREEN ACRES, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 16 NORTH, RANGE 30 WEST, AS DESIGNATED UPON THE RECORDED PLAT OF SAID SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 15 AND RUNNING THENCE S00°02'14"W 3.30' TO THE SOUTH RIGHT-OF-WAY OF ELM STREET, THENCE ALONG SAID RIGHT-OF-WAY N89°51'52"E 41.26', THENCE LEAVING SAID RIGHT-OF-WAY S00°08'08"E 114.50', THENCE N89°51'52"E 58.40' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N89°51'52"E 11.60', THENCE N00°08'08"W 2.50', THENCE N89°51'52"E 71.54', THENCE S00°02'57"W 54.65' TO AN EXISTING REBAR, THENCE N89°41'50"W 18.12' TO AN EXISTING REBAR, THENCE S00°02'13"W 297.91' TO AN EXISTING REBAR, THENCE N89°58'15"W 165.00', THENCE N00°01'59"E 65.00', THENCE S89°58'15"E 58.00', THENCE N00°02'14"E 70.00', THENCE S89°58'15"E 42.00', THENCE N00°02'13"E 214.72' TO THE POINT OF BEGINNING, CONTAINING 0.76 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



## PLANNING COMMISSION MEMO

**TO:** Fayetteville Planning Commission

**THRU:** Jessie Masters, Development Review Manager

**FROM:** Ryan Umberger, Senior Planner

**MEETING DATE:** February 13, 2023 (Updated with Planning Commission Results)

**SUBJECT:** **RZN-2023-0002: Rezoning (SE OF N. GREGG AVE AND W. ELM ST/LEGACY VENTURES LLC, 367):** Submitted by COMMUNITY BY DESIGN for properties located SE OF N. GREGG AVE AND W. ELM ST. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contain approximately 1.71 acres. The request is to rezone 0.76 acres of the subject property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and 0.95 acres to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

### RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0002** to City Council with a recommendation of approval.

### RECOMMENDED MOTION:

"I move to forward **RZN-2023-0002** to City Council with a recommendation of approval."

### BACKGROUND:

The subject properties are immediately southeast of the intersection of N. Gregg Avenue and W. Elm Street. The site is composed of two lots totaling 1.71 acres and is zoned RSF-4, Residential Single-family, 4 Units per Acre. No existing structures occupy the property, though there are overhead transmission lines along the south boundary. No zoning overlays or special regulations apply to the site. There is, however, dense mature tree canopy throughout the site. Surrounding land uses and zoning is depicted in *Table 1*.

**Table 1**  
**Surrounding Land Use and Zoning**

| Direction | Land Use                                        | Zoning                                                                                          |
|-----------|-------------------------------------------------|-------------------------------------------------------------------------------------------------|
| North     | Single-Family Residential/Undeveloped           | RSF-4, Residential Single-Family, 4 Units per Acre                                              |
| South     | Single-Family Residential                       | RSF-4, Residential Single-Family, 4 Units per Acre                                              |
| East      | Single-Family Residential                       | RSF-4, Residential Single-Family, 4 Units per Acre                                              |
| West      | Mixed-density Residential/Ridout Lumber Company | RMF-24, Residential Multi-Family, 24 Units per Acre; I-1, Heavy Commercial and Light Industrial |

**Request:** The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units per Acre to RI-12, Residential Intermediate, 12 Units per Acre RI-U, Residential Intermediate-Urban.

**Public Comment:** Staff has received public comment in favor and opposed to the rezoning. A letter

of support states they are agreeable due to prior high-quality development that has been completed by the applicant. A letter opposing the rezoning stated a preference for single-family development and identified issues with vehicular and bicycle safety.

## **INFRASTRUCTURE AND ENVIRONMENTAL REVIEW**

**Streets:** The subject area has frontage along N. Gregg Avenue and W. Elm Street. N. Gregg Avenue is an improved Neighborhood Link Street with asphalt paving, sidewalk, and curb and gutter. W. Elm Street is a partially-improved Residential Link Street with asphalt paving and open ditches along the property's frontage. Any street improvements required in these areas would be determined at the time of development proposal.

**Water:** Public water is available to the subject area. Existing 8-inch water mains are present on the west side of N. Gregg Avenue and the north side of W. Elm Street.

**Sewer:** Sanitary Sewer is available to the subject area. Existing 18-inch sanitary sewer mains are present in the center of N. Gregg Avenue and W. Elm Street.

**Fire:** Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 2, located at 708 N. Garland Avenue protects this site. The property is located approximately 1.6 miles from the fire station with an anticipated drive time of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck.

**Police:** The Police Department expressed no concerns with this request.

**Drainage:** No portion of the property lies within the Hillside-Hilltop Overlay District or within a FEMA floodplain, there are no protected streams present in the subject area. Any additional improvements or requirements for drainage will be determined at time of development.

Hydric soils are present on the subject property. They are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It is important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. Hydric soils are present throughout the entirety of the subject property.

## Tree Preservation:

The proposed zoning districts of RI-12, Residential Intermediate, 12 Units per Acre and RI-U, Residential Intermediate - Urban require a **20% and 15% minimum canopy preservation**, respectively. The current zoning district of RSF-4, Residential Single-Family, 4 Units per Acre requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as a **Residential Neighborhood** and **City Neighborhood Area**.

**Residential Neighborhood Areas** are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

**City Neighborhood Areas** are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **7-9** for this site, with a weighted score of **11.5** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 708 N. Garland Avenue)
- Near Sewer Main (8" sewer main, N. Gregg Avenue & W. Elm Street)
- Near Water Main (18" sewer main, N. Gregg Avenue & W. Elm Street)
- Near Public School (Woodland Junior High)
- Near City Park (Gregory Park)
- Near ORT Bus Stop (Route 10)
- Near Razorback Transit Stop (Route 26 Peak)
- Near Paved Trail (Woodland Poplar Trail & Scull Creek Trail)
- Appropriate Future Land Use (City Neighborhood Area)

## FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

**Finding:** ***Land Use Compatibility:*** Staff finds the request to rezone the subject properties to RI-12 and RI-U is compatible given the surrounding context. Properties in the near vicinity are primarily used for residential purposes with some non-residential uses further afield to the north or separated by street and railroad right-of-way to the west. Two-family up to multi-family dwellings are present to the south along N. Gregg Avenue; to the north, west, and east properties are mostly developed with single-family homes. RSF-4 limits the use of the property to single-family dwellings and accessory uses. Rezoning broadens the permitted housing types, allowing everything from single- up to four-family dwellings by-right. RI-12 and RI-U prescribe the inclusion of a build-to-zone which requires that buildings address the public street where RSF-4 has a 15-foot front setback. Cluster housing developments are permitted by-right in RI-12 and RI-U zoning where they are a conditional use in RSF-4. The proposed rezoning would increase the permitted density at the site. RI-12 limits density to 12 units per acre and RI-U has an unlimited density. Of the overall lot area, 0.76 acres of the east and south sides of the property are proposed to be rezoned to RI-12; 0.95 acres along the west side of the property is proposed to be rezoned to RI-U. Staff also finds that the bulk and area regulations are suitable and not out of context with the surrounding properties. The east and south extents are proposed to be rezoned to RI-12. In RI-12 zoning single family developments are permitted the smallest lot size with 50-foot minimum widths and 5,000 square foot minimum areas. Two-family dwellings have the same minimum lot width but require 7,260 square feet in area, and three-family dwellings and above require 90-foot lot widths and 10,890 square foot lots. RI-12 zoning merely requires an 18-foot lot width minimum for residential uses, meaning the higher density development pattern would be likeliest to occur along N. Gregg Avenue where there are other mixed density residential developments. The inclusion of a build-to-zone with the RI-12 and RI-U zoning districts also requires that buildings address N. Gregg Avenue which promotes walkability and pedestrian friendliness along a street lacking comfortable amenities.

***Land Use Plan Analysis:*** Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning to RI-12 and RI-U serves to contribute towards City Plan 2040 goals #1 – Appropriate Infill, 4 – Growing a Livable Transportation Network, and 6 – Create Opportunities for Attainable Housing. First, the site scores moderately on the Infill Scoring Matrix. Rezoning would put added residential density on properties with ready access to basic development needs such as public streets, water, and sanitary sewer. The property is also proximate to multiple schools including a Woodland Junior High, The New School, and the Fayetteville Montessori School. Rezoning aligns with Goal #4 since additional residential density would be located near multiple transit routes, non-residential uses and employment centers like the VA Medical Center. Last, rezoning allows more diverse housing options than its current entitlements. A range of single- to four-family dwellings provides more opportunity for affordable options than a strictly single-family district. The request is consistent with the future land use map which designates the site as split between a Residential Neighborhood and City Neighborhood Area.

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. City Neighborhood Areas encourage density in all housing types provide and provide a varying mix of nonresidential and residential uses. Staff finds the subject rezoning will help facilitate redevelopment of an infill site rather than contributing to suburban sprawl, create opportunities for diverse and attainable housing, and promotes residential development that is connected to non-residential services.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** Staff believes that there is sufficient justification for rezoning the property to RI-12 and RI-U including diversifying the mix of residential uses along a Neighborhood Link Street and increasing density where it generally aligns with the future land use map.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** Rezoning the property to RI-U carries an associated potential to increase traffic at this location. Staff finds added traffic generated from the site may complicate the existing traffic condition leading to increased congestion or danger. The site has direct access onto N. Gregg Avenue and W. Elm Street. N. Gregg Avenue is a Neighborhood Link Street with a designed service volume of less than 6,000 vehicles per day. Arkansas Department of Transportation estimates 16,000 vehicles per day traversed the road at a study point roughly 250 feet north of the subject property. The subject property appears to have adequate space to access N. Gregg Avenue and meet access management standards however, there were 12 vehicle crashes that occurred near the intersection of its unsignalized intersection with W. Elm Street between 2017-2021. W. Elm Street has a designed service volume of less than 4,000 vehicle trips per day but the segment north of the subject property does not have a study point. Two routes are available to access W. Elm Street. First, the property's frontage appears to be wide enough for a driveway to access the street directly from its frontage. Second, a stub out of alley right-of-way extends to the east side of the site from N. Dutton Place. Nearby access to the regional trail system and two transit routes offers some opportunity for future residents to use alternative modes. The Scull Creek Trail can be accessed within a half mile of the site though N. Gregg Avenue and a segment of the Arkansas-Missouri Railroad separate the site from the regional trail system. Transit stops for both Ozark Regional Transit and Razorback Transit are located within ½ mile of the site and do not require crossing major thoroughfares. Lastly, staff acknowledges that redevelopment of the site will require street improvements proportional to the development of the site which may incrementally improve pedestrian comfortability and connectivity to the wider non-motorized transportation network.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and

sewer facilities.

**Finding:** Rezoning the property from RSF-4 to RI-U has the capacity to increase the population density at this location. Staff finds that limitations such as the property's size and other development obligations such as required parking, drainage, and tree preservation will prevent an increase in density beyond what is suitable for the site. Water and sewer are available at this location, negating the need to extend or improve services and the existing street system can support added density. The Fayetteville Public School District did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
  - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

**Finding:** N/A

**RECOMMENDATION:** Planning staff recommends approval of RZN-2023-0002.

|                                                        |                                 |                                               |                                 |
|--------------------------------------------------------|---------------------------------|-----------------------------------------------|---------------------------------|
| <b>PLANNING COMMISSION ACTION:</b> Required <u>YES</u> |                                 |                                               |                                 |
| Date: <u>February 13, 2023</u>                         | <input type="checkbox"/> Tabled | <input checked="" type="checkbox"/> Forwarded | <input type="checkbox"/> Denied |
| Motion: Brink                                          |                                 |                                               |                                 |
| Second: Canada                                         |                                 | Recommending approval.                        |                                 |
| Vote: 7-1-0                                            |                                 |                                               |                                 |



**BUDGET/STAFF IMPACT:**

None

**Attachments:**

- Unified Development Code:
  - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.11 District RI-12, Residential Intermediate, 12 (12) Units Per Acre
  - §161.12 District RI-U, Residential Intermediate – Urban
- Public Comment
- Applicant Request Letter
- Applicant Exhibit
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

**161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre**

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                         |
|---------|-------------------------|
| Unit 1  | City-wide uses by right |
| Unit 8  | Single-family dwellings |
| Unit 41 | Accessory dwellings     |
| Unit 46 | Short-term rentals      |

(2) *Conditional Uses.*

|          |                                          |
|----------|------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit |
| Unit 3   | Public protection and utility facilities |
| Unit 4   | Cultural and recreational facilities     |
| Unit 5   | Government facilities                    |
| Unit 9   | Two-family dwellings                     |
| Unit 12a | Limited business                         |
| Unit 24  | Home occupations                         |
| Unit 36  | Wireless communications facilities       |
| Unit 44  | Cluster Housing Development              |

(C) *Density.*

|                |                         |                          |
|----------------|-------------------------|--------------------------|
|                | Single-family dwellings | Two (2) family dwellings |
| Units per acre | 4 or less               | 7 or less                |

(D) *Bulk and Area Regulations.*

|                                             |                         |                          |
|---------------------------------------------|-------------------------|--------------------------|
|                                             | Single-family dwellings | Two (2) family dwellings |
| Lot minimum width                           | 70 feet                 | 80 feet                  |
| Lot area minimum                            | 8,000 square feet       | 12,000 square feet       |
| Land area per dwelling unit                 | 8,000 square feet       | 6,000 square feet        |
| Hillside Overlay District Lot minimum width | 60 feet                 | 70 feet                  |
| Hillside Overlay District Lot area minimum  | 8,000 square feet       | 12,000 square feet       |
| Land area per dwelling unit                 | 8,000 square feet       | 6,000 square feet        |

(E) *Setback Requirements.*

|         |        |         |
|---------|--------|---------|
| Front   | Side   | Rear    |
| 15 feet | 5 feet | 15 feet |

(F) *Building Height Regulations.*

|                         |           |
|-------------------------|-----------|
| Building Height Maximum | 3 stories |
|-------------------------|-----------|

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6427, § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

**161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre**

(A) *Purpose.* The RI-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                                         |
|---------|-----------------------------------------|
| Unit 1  | City-wide uses by right                 |
| Unit 8  | Single-family dwellings                 |
| Unit 9  | Two (2) family dwellings                |
| Unit 10 | Three (3) and four (4) family dwellings |
| Unit 41 | Accessory dwellings                     |
| Unit 44 | Cluster Housing Development             |
| Unit 46 | Short-term rentals                      |

(2) *Conditional Uses.*

|          |                                          |
|----------|------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit |
| Unit 3   | Public protection and utility facilities |
| Unit 4   | Cultural and recreational facilities     |
| Unit 5   | Government facilities                    |
| Unit 12a | Limited business                         |
| Unit 24  | Home occupations                         |
| Unit 36  | Wireless communications facilities       |

(C) *Density.*

|                |    |
|----------------|----|
| Units per acre | 12 |
|----------------|----|

(D) *Bulk and Area Regulations.*

|                   | Single-family     | Two (2) family    | Three (3) family    |
|-------------------|-------------------|-------------------|---------------------|
| Lot width minimum | 50 feet           | 50 feet           | 90 feet             |
| Lot area minimum  | 5,000 square feet | 7,260 square feet | 10,890 square feet. |

(E) *Setback Requirements.*

| Front                                                                                                            | Side Other Uses | Side Single & Two (2) family | Rear Other Uses | Rear Single Family |
|------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------|-----------------|--------------------|
| A build-to zone that is located between the front property line and a line 25 feet from the front property line. | 8 feet          | 5 feet                       | 20 feet         | 5 feet             |

(F) *Building Height Regulations.*

|                         |                      |
|-------------------------|----------------------|
| Building height maximum | 2 stories/3 stories* |
|-------------------------|----------------------|

\* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§4, 8, 9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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**161.12 District RI-U, Residential Intermediate - Urban**

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                                         |
|---------|-----------------------------------------|
| Unit 1  | City-wide uses by right                 |
| Unit 8  | Single-family dwellings                 |
| Unit 9  | Two (2) family dwellings                |
| Unit 10 | Three (3) and four (4) family dwellings |
| Unit 41 | Accessory dwellings                     |
| Unit 44 | Cluster housing development             |
| Unit 46 | Short-term rentals                      |

(2) *Conditional Uses.*

|          |                                          |
|----------|------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit |
| Unit 3   | Public protection and utility facilities |
| Unit 4   | Cultural and recreational facilities     |
| Unit 5   | Government facilities                    |
| Unit 12a | Limited business                         |
| Unit 24  | Home occupations                         |
| Unit 26  | Multi-family dwellings                   |
| Unit 36  | Wireless communications facilities       |

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

|                   |                         |
|-------------------|-------------------------|
|                   | Dwelling<br>(all types) |
| Lot width minimum | 18 feet                 |
| Lot area minimum  | None                    |

(E) *Setback Requirements.*

| Front                                                                                                             | Side Other<br>Uses | Side Single<br>& Two (2)<br>Family | Rear Other<br>Uses | Rear, from<br>centerline of<br>an alley |
|-------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------|--------------------|-----------------------------------------|
| A build-to zone that is located between the front property, line and a line 25 feet from the front property line. | None               | 5 feet                             | 5 feet             | 12 feet                                 |

(F) *Building Height Regulations.*

|                         |                      |
|-------------------------|----------------------|
| Building height maximum | 2 stories/3 stories* |
|-------------------------|----------------------|

\* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage*. 50% of the lot width.

(Ord. No. 5945 , §5(Exh. A), 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

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## Umberger, Ryan

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**To:** Planning Shared  
**Subject:** RE: RZN-2023-0002 (N. GREGG AVE AND W. ELM ST)

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**From:** Scott Hill [<mailto:razorbackscott@gmail.com>]  
**Sent:** Saturday, February 04, 2023 9:22 AM  
**To:** Planning Shared <[planning@fayetteville-ar.gov](mailto:planning@fayetteville-ar.gov)>  
**Subject:** RZN-2023-0002 (N. GREGG AVE AND W. ELM ST)

**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.

Hi,

I live about 3 blocks from this re-zoning. I support it. Community By Design usually plans wonderful development, so I don't hesitate to support them and whatever plans they have here for my neighborhood. I am a general contractor, although my company is not affiliated with this project in any way.

Thank you.

Scott Hill  
61 E. Elm St  
Fayetteville



**Umberger, Ryan**

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**To:** belle\_20042004@yahoo.com  
**Subject:** RE: Rezoning of area by Elm and Gregg

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**From:** [belle\\_20042004@yahoo.com](mailto:belle_20042004@yahoo.com) [[mailto:belle\\_20042004@yahoo.com](mailto:belle_20042004@yahoo.com)]  
**Sent:** Tuesday, February 07, 2023 8:54 PM  
**To:** Planning Shared <[planning@fayetteville-ar.gov](mailto:planning@fayetteville-ar.gov)>  
**Subject:** Rezoning of area by Elm and Gregg

**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.

## **RZN-2023-0002 (N. GREGG AVE AND W. ELM ST)**

Hello Planning committee,

I would like to say that putting apartments instead of keeping the area for single family homes goes against what the builder promised (if this is the same builder). But past that, it is hard enough trying to turn left onto Gregg from Elm street. I cannot image what more apartments will do for the safety of the area for vehicles and bicycles. Please do not let this area be rezoned.

Best regards  
Sharon Brasko  
Baker Drive.

[Sent from Yahoo Mail for iPhone](#)

January 17, 2023  
Via Email

Ms. Jessica Masters  
Zoning and Development Administrator  
City of Fayetteville  
125 West Mountain Street  
Fayetteville, Arkansas 72701

RE: **Gregg Avenue and Elm Street  
Rezoning Request RZN 2023 0002 - Revisions**

Ms. Masters,

Thank you for meeting with us on January 10. We have looked into it and have decided to revise a portion of our rezoning request to RI-12. Please find the following revised documents which show the request to now include 0.95 acres of RI-U along the west side of the property and 0.76 acres of RI-12 along the east and south sides of the property:

- One (1) copy of – Revised Survey Description of Property to be Rezoned Dated 1/17/23
- One (1) copy of – Revised Lot Split Tract C Exhibit Dated 1/17/23
- One (1) copy of – Submittal Letter Dated 1/17/23

Please let me know if you have any questions or if you need additional information in order to process this request.

Sincerely,



Brian Teague  
Community By Design

WRITTEN DESCRIPTION OF GREGG AVENUE AND ELM STREET RI-U REZONE REQUEST PER THE CITY OF FAYETTEVILLE REZONING APPLICATION

*a. Current ownership information and any proposed or pending property sales.*

The subject property is owned by Tim Brisiel and Legacy Ventures LLC. There are no proposed or pending property sales.

*b. Reason (need) for requesting the zoning change.*

The reason for the zoning change request is to better accommodate future development on the property to be more in accordance with the City Plan 2040 goals. Specifically goal #1, to make appropriate infill and revitalization our highest priority and goals #2 and #3 to discourage suburban sprawl and make compact, complete, and connected development the standard. Goals #4 and #6, to grow a livable transportation network and create opportunities for attainable housing will also be accommodated better if the rezoning change is granted. The zoning change will also create more opportunity to preserve natural features which could contribute to goal #5 of assembling and enduring green network.

The RI-U District will better accommodate development on the property that is more in accordance with the City Neighborhood Area Future Land Use Designation on the west side of the property, while at the same time making possible a compatible transition to the Residential Neighborhood Area Designation on the east side of the property. The RI-U District is designed to provide a range of housing types compatible in scale with single-family homes and also to encourage a diversity of housing types to meet demand for walkable urban living.

*c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.*

The rules and regulations set forth in the RI-U District will make possible smaller-scaled development on the property that is compatible to existing multi-family development immediately adjacent to the property on the west side and that will also be compatible with single-family development that is currently occurring immediately east of the property. With direct access to Gregg Avenue and transit along the corridor, development of the property with the RI-U district will not negatively impact traffic.

*d. Availability of water and sewer (state size of lines).*

Public Water and Sewer is available and accessible along Gregg Avenue and Elm Street. 18" sanitary sewer mains and 8" water mains exist on both Gregg Avenue and Elm Street.

*e. The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.*

Given the properties close proximity to services located along the Gregg Avenue Corridor, development of the property under the rules and regulations set forth in the RI-U District would be highly consistent with land use planning objectives, principles, and policies. The RI-U District will make possible development that is in strict accordance with City Neighborhood Areas while providing the flexibility needed to create an appropriate and compatible transition to the Residential Neighborhood Areas to the east.

The property has an infill rating of 9 and 8. The higher infill rating coupled with close proximity to transit closely fits the RI-U districts intended purpose to provide a range of housing types compatible in scale with single-family homes. The rules and regulations set forth in the RI-U District also make possible a development form that will discourage suburban sprawl and make compact, complete, and connected development the standard. Those same rules and regulations will also make possible more preservation of land.

*f. Whether the proposed zoning is justified and/or needed at the time of the request.*

The proposed zoning is needed at this time in order to ensure that future development on the property is more in accordance with the principles of City Plan 2040.

*g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.*

The proposed zoning will not create or appreciably increase traffic danger or congestion. The Gregg Avenue corridor can easily and safely accommodate any new traffic generated from development of the property.

*h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.*

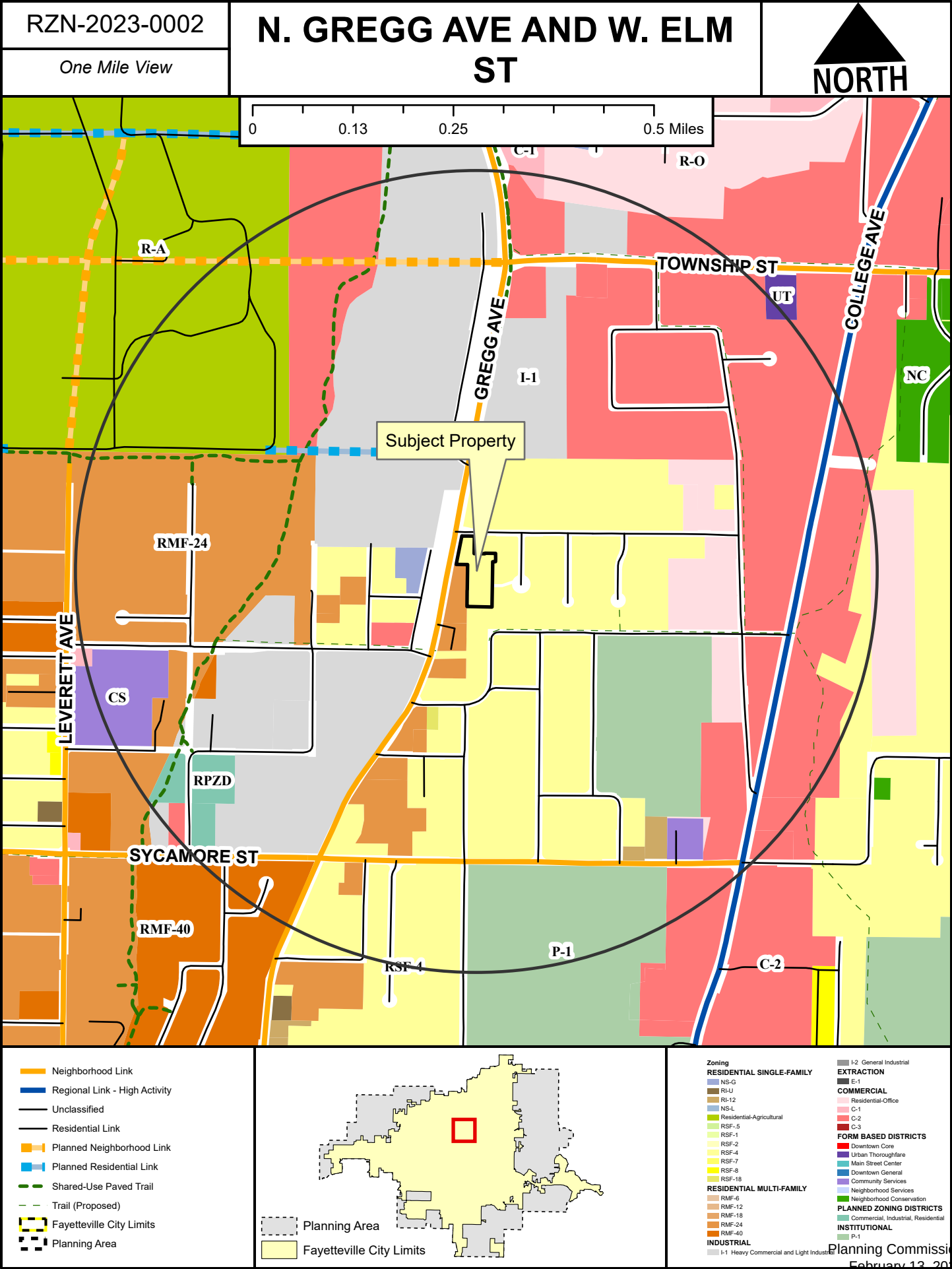
With only 1.71 acres proposed for rezoning to the RI-U District, the proposed zoning will not alter the population density in a way that would significantly increase the load on public services.

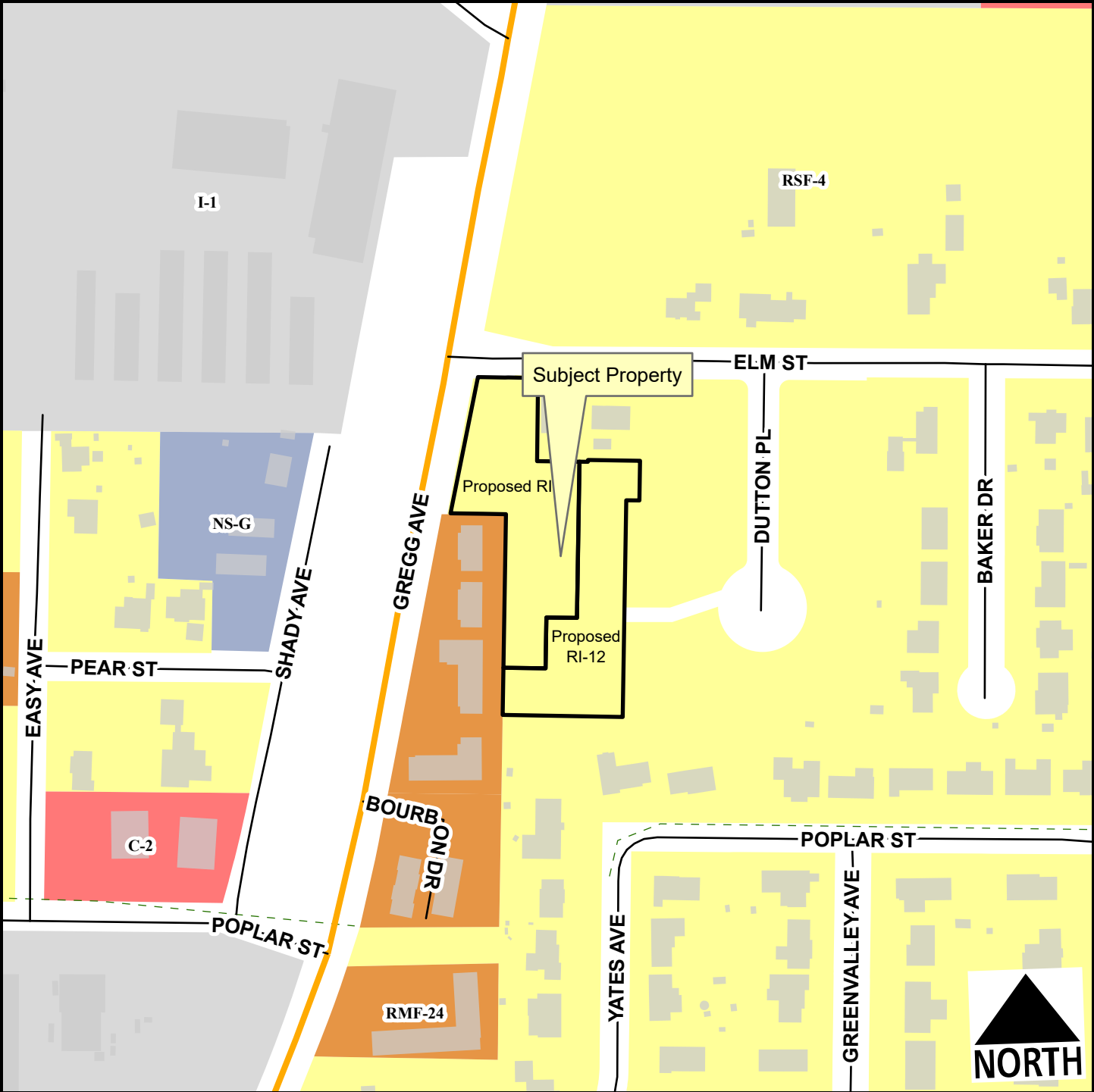
*i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.*

The proposed zoning will encourage a development use and form that is more in accordance with City Plan 2040 and contribute to the environmental, economic, and social benefits that City Plan 2040 offers.









Neighborhood Link

Residential Link

Planned Residential Link

Trail (Proposed)

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

| Zone  | Current | Proposed |
|-------|---------|----------|
| RI-U  | 0.0     | 1.7      |
| RSF-4 | 1.7     | 0.0      |

Total 1.7 ac

Planning Commission

February 13, 2023



RZN-2023-0002

# N. GREGG AVE AND W. ELM ST

Current Land Use



- Neighborhood Link
- Residential Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



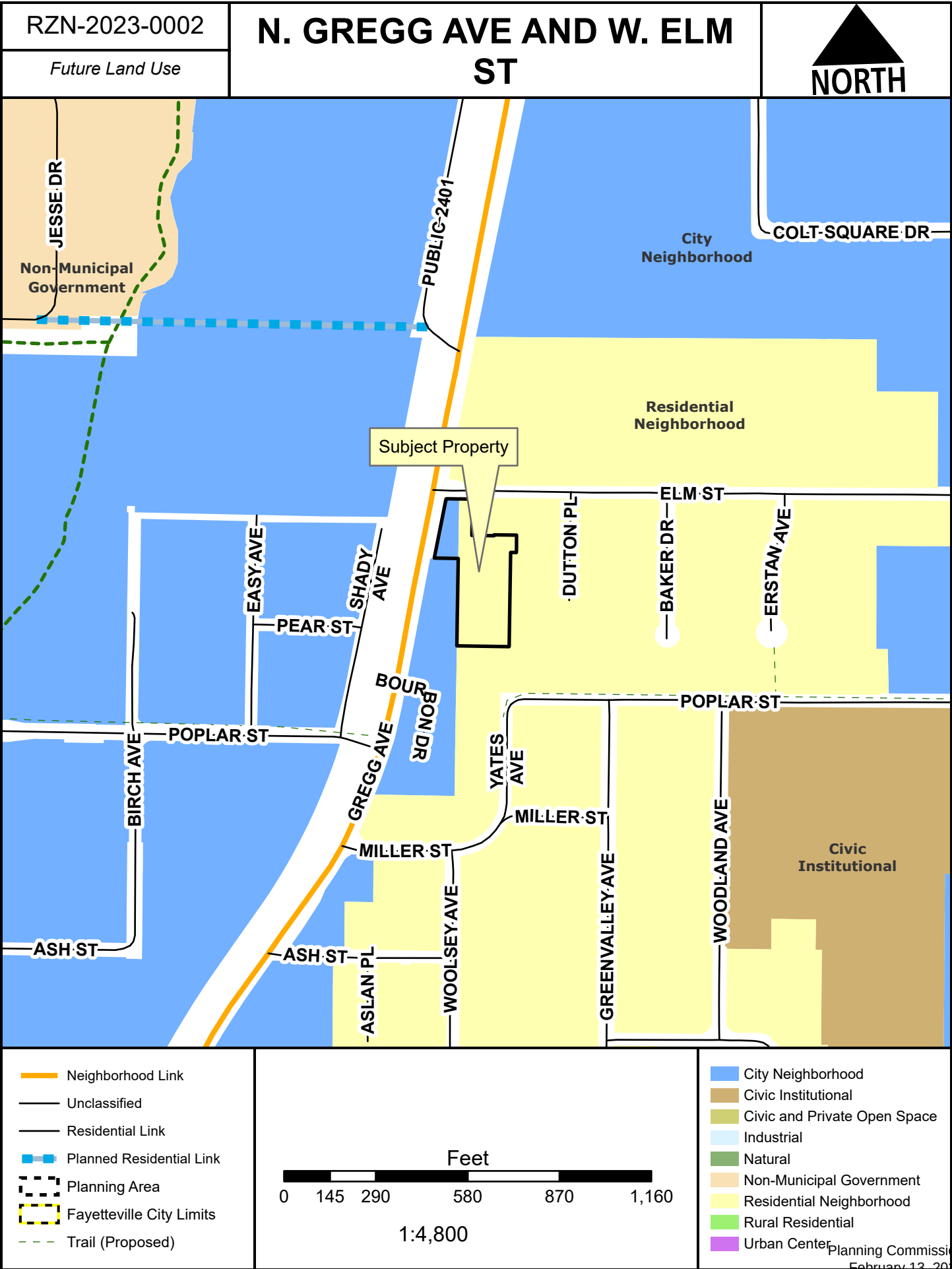
## FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

Planning Commission  
February 13, 2023

RZN-2023-0002 (LEGACY VENTURES LLC)





**ORDINANCE NO.** \_\_\_\_\_

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-002 LOCATED SOUTHEAST OF NORTH GREGG AVENUE AND WEST ELM STREET IN WARD 2 FOR APPROXIMATELY 1.71 ACRES FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND RI-U, RESIDENTIAL INTERMEDIATE-URBAN, **SUBJECT TO A BILL OF ASSURANCE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department’s Agenda Memo from RSF-4, Residential Single Family, 4 Units Per Acre to RI-12, Residential Intermediate, 12 Units Per Acre and RI-U, Residential Intermediate-Urban, **subject to a bill of assurance.**

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

**PASSED and APPROVED** this 7<sup>th</sup> day of March, 2023.

APPROVED:

ATTEST:

By: \_\_\_\_\_

**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_

**KARA PAXTON**, City Clerk/Treasurer

## BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") **Legacy Ventures LLC**, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

**The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance** in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

**Petitioner hereby voluntarily offers assurances** that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. This bill of assurance restricts use to either single-family detached housing or single-family detached housing per the cluster housing development ordinance on property currently defined by Washington County Parcel 765-05839-000, totaling approximately 1.50 acres. This bill of assurance restricts building height to two-story or less. Both restrictions do not apply to the north-westernmost 0.18 acres of Washington County Parcel 765-05839-000, an area otherwise defined as the northwestern panhandle of the parcel measuring roughly 41.26'x188.50'. Both restrictions do not apply to Washington County Parcel 765-09486-000. Restricted areas shall be as substantially shown on the attached Exhibit 1.
2. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by ordinance of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office along with Petitioner's rezoning ordinance and shall be noted on any Plat, Large Scale Development, Large Site or Small Site Improvement Plan, or other development authorization which includes some or all of Petitioner's property that is subject to the rezoning ordinance and this Bill of Assurance.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Tim Brisel, member, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

3/21/23  
Date

Tim Brisel member  
Printed Name

PO Box 8216  
Address  
PRETREVILLE AR  
72703

[Signature]  
Signature

**NOTARY OATH**

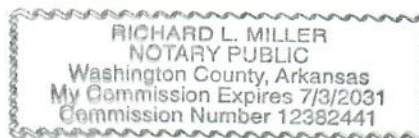
STATE OF ARKANSAS }  
COUNTY OF WASHINGTON }

And now on this the 21<sup>st</sup> day of March, 2023, appeared before me, Tim Brisel, member  
Richard L. Miller, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Richard L. Miller  
NOTARY PUBLIC

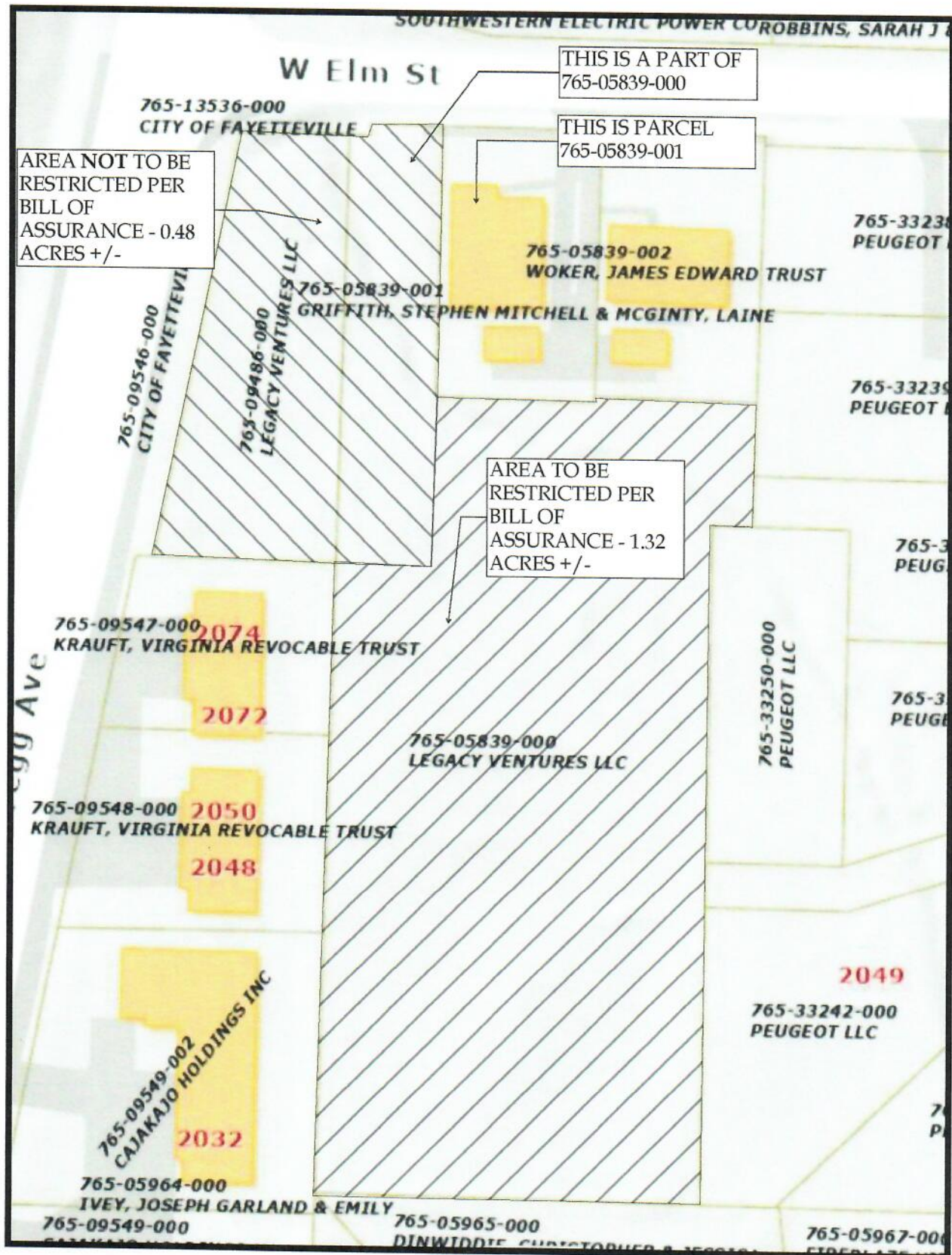
My Commission Expires:

7/3/31





# EXHIBIT 1





**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council

**THRU:** Susan Norton, Chief of Staff  
Jonathan Curth, Development Services Director  
Jessica Masters, Development Review Manager

**FROM:** Donna Wonsower, Planner

**DATE:**

**SUBJECT:** **RZN-2023-0004: Rezoning (2910 N. OLD WIRE RD. / VAN SCYOC, 255): Submitted by JORGENSEN AND ASSOCIATES for property located at 2910 N Old Wire Rd in WARD 3 . The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and R-A, RESIDENTIAL AGRICULTURE, contains approximately 14.70 acres. The request is to rezone the property to R-A, RESIDENTIAL AGRICULTURE on 5.75 acres and NC, NEIGHBORHOOD CONSERVATION on 9.54 acres.**

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**RECOMMENDATION:**

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

**BACKGROUND:**

The subject property is located in east Fayetteville, roughly 700 feet west of the intersection of N Crossover Rd. and N Old Wire Rd. The property's zoning is currently split between RSF-4, Residential Single-Family, Four (4) Units per Acre on the western half and R-A, Residential Agriculture on the eastern half. Except for a one single family house, the three parcels (cumulatively 14.7 acres) are undeveloped. The entire property is covered with extensive tree canopy. The eastern half is part of the streamside protection zone / floodplain & floodway of Niokaska Creek and is largely designated as part of the Enduring Green Network.

*Request:* The request is to shift the alignment of the existing R-A, Residential Agriculture zoning district to follow the boundary of the 100-year flood line, and to rezone the remainder of the property to NC, Neighborhood Conservation.

*Public Comment:* Five (5) members of the public offered comments in opposition of the item via email. Among their concerns were the potential increase in traffic, environmental concerns, negative impact on home values and neighborhood character, and lacking existing infrastructure including schools. One (1) member of the public emailed in support of the project. Additional members of the public spoke in person at the meeting, a summary of which is included below.

*Land Use Compatibility:* Staff finds the request to be compatible with the surrounding context. Residential uses and densities located near the subject property vary substantially. Neighboring properties are of a variety of sizes but generally follow a cul-de-sac development pattern. The existing and proposed zoning districts have

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)

similar allowable uses, but the NC includes urban form setbacks rather than traditional setbacks. When compared to RSF-4, rezoning to NC will decrease the lot area minimum for single and two-family uses from 8,000 and 12,000 square feet respectively to 4,000 sf. In addition, NC would have a build-to zone of 25 feet rather than a front setback of 15 feet, and a rear setback of 5 feet rather than 15 feet. NC requires a 40-foot lot width minimum while RSF-4 requires a 70-foot lot width minimum for single-family dwellings and an 80-foot lot width minimum for two-family dwellings. Conversely, both NC and RSF-4 include up to a three-story height limit.

Since the subject property contains roughly 8.14 acres of RSF-4, a maximum of thirty-two (32) units are permitted under current entitlements, where the proposed rezoning to 9.54 acres of NC would increase the density cap to ninety-five (95) units. That said, any future development would be subject to, and limited by, minimum parking requirements, tree preservation, drainage, and access management standards.

*Land Use Plan Analysis:* Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning from RSF-4 to NC serves to contribute towards City Plan 2040 Goal #1– Appropriate Infill; #4– Growing a Livable Transportation Network, #5– We Will Assemble an Enduring Green Network, and #6– Create Opportunities for Attainable Housing. The site scores moderately on the Infill Scoring Matrix due to water/sewer access, public parks and trails, and the proximity of fire station #5. The RSF-4 and NC have similar allowed uses. However, because of the flexible zoning regulations associated with the NC district, rezoning may allow for redevelopment or added density while maintaining more tree canopy and natural areas than would be possible under the more Euclidean RSF-4 zoning district.

**CITY PLAN 2040 INFILL MATRIX:** City Plan 2040's Infill Matrix indicates 5 attributes for this site that may contribute to appropriate infill. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #5, 2979 N Old Wire Rd.)
- Near Sewer Main (8" sewer main, N Old Wire Rd.)
- Near Water Main (6" water main, N Old Wire Rd.)
- Near City Park (Gulley Park)
- Near Paved Trail (Niokaska Creek Trail)

## **DISCUSSION:**

At the February 27, 2023 Planning Commission meeting, a vote of 5-2-1 forwarded the request to City Council with a recommendation of approval. Commissioner Brink made the motion and Commissioner McGetrick seconded. Commissioner Holcomb recused himself for this item. Commissioners in favor of the rezoning found the intent of Neighborhood Conservation to be compatible with RSF-4, allowing for more flexible, walkable development. They also noted that although the property is not directly located in an urban growth center on the 2040 plan's growth concept map (designated on a scale of 1-3 depending on intensity), it is between a tier 2 and a tier 3 center on a high-activity corridor. Per the plan, the tier centers identify key growth nodes and major areas that should be conserved for natural resources and open space (City Plan 2040, pg. 12). The commissioners voting in favor of the rezoning also cited the logical re-alignment of the R-A zoning with the floodplain. Commissioners Garlock and Madden voted no citing a low infill score, limited possibility for connectivity to surrounding properties, and the property not falling within the bounds of the tier 2 center, and misalignment with the future land use map and master street plan regional link.

Seven (7) members of the public spoke during the meeting. Discussion from the public focused primarily on compatibility with the existing neighborhood, drainage and flooding, density, increased traffic, environmental impact, insufficient schools, and the public hearing process.

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)

**BUDGET/STAFF IMPACT:**

NA

**ATTACHMENTS:** SRF, Exhibit A, Exhibit B, Planning Commission Staff Report





# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-502**

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**RZN-2023-0004: Rezoning (2910 N. OLD WIRE RD. / VAN SCYOC, 255): Submitted by JORGENSEN AND ASSOCIATES for property located at 2910 N Old Wire Rd in WARD 3 . The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and R-A, RESIDENTIAL AGRICULTURE, contains approximately 14.70 acres. The request is to rezone the property to R-A, RESIDENTIAL AGRICULTURE on 5.75 acres and NC, NEIGHBORHOOD CONSERVATION on 9.54 acres.**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-004 LOCATED AT 2910 NORTH OLD WIRE ROAD IN WARD 3 FOR APPROXIMATELY 14.70 ACRES FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE AND R-A, RESIDENTIAL AGRICULTURE TO R-A, RESIDENTIAL AGRICULTURE AND NC, NEIGHBORHOOD CONSERVATION

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre and R-A, Residential Agriculture to R-A, Residential Agriculture and NC, Neighborhood Conservation.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2023-502

Item ID

3/21/2023

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

Jonathan Curth

2/27/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0004: Rezoning (2910 N. OLD WIRE RD. / VAN SCYOC, 255): Submitted by JORGENSEN AND ASSOCIATES for property located at 2910 N Old Wire Rd in WARD 3 . The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and R-A, RESIDENTIAL AGRICULTURE, contains approximately 14.70 acres. The request is to rezone the property to R-A, RESIDENTIAL AGRICULTURE on 5.75 acres and NC, NEIGHBORHOOD CONSERVATION on 9.54 acres.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

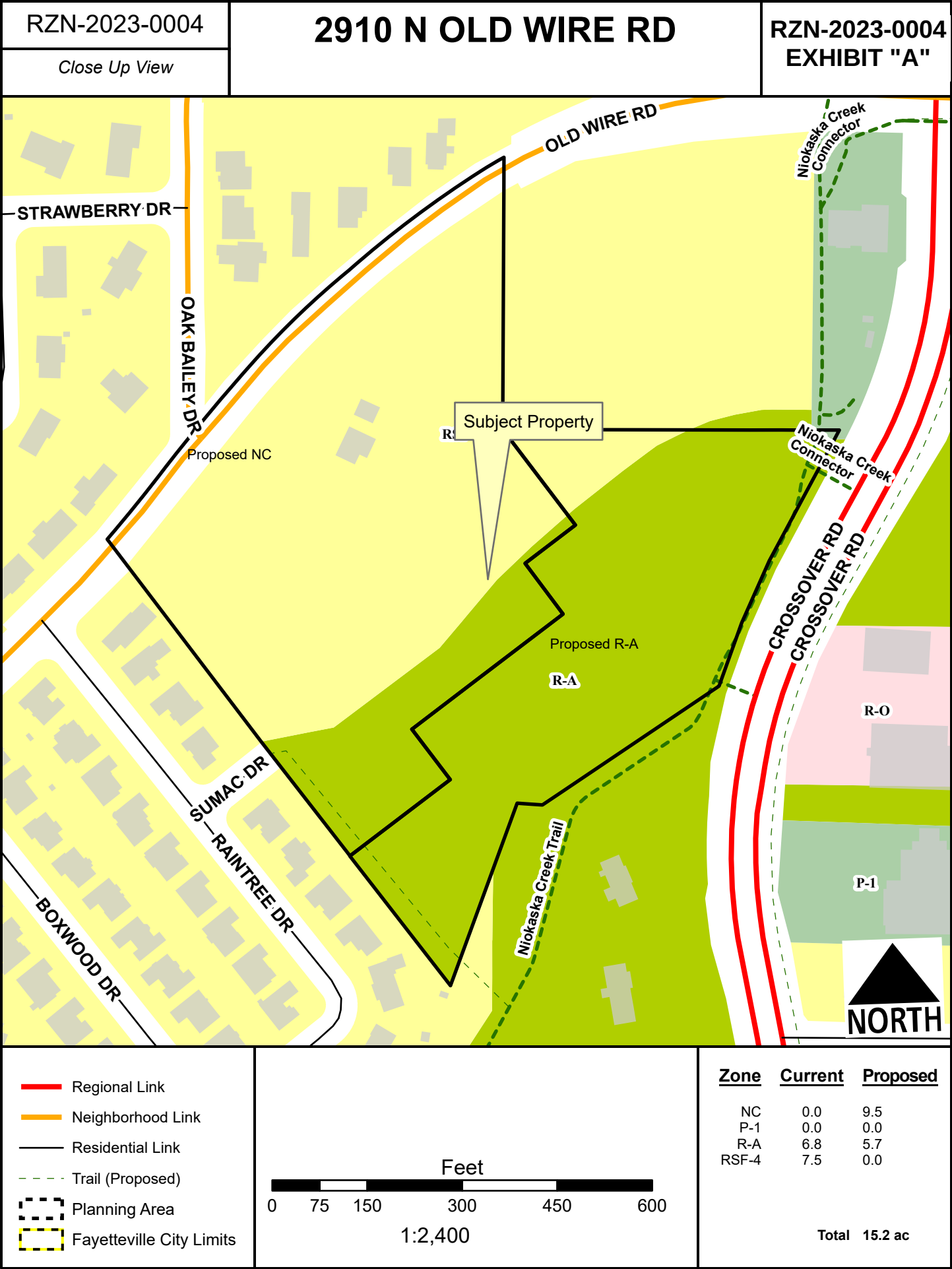
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



PROPOSED NC:

A PART OF THE FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 29 WEST, A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, BOTH BEING IN SECTION 36, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND RUNNING S02°14'17"W 97.12 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE SOUTHERN RIGHT OF WAY OF NORTH OLD WIRE ROAD, AND RUNNING THENCE S02°15'49"W 429.56 FEET; THENCE S87°52'31"E 123.32 FEET; THENCE S08°33'31"W 53.99 FEET; THENCE S05°31'45"W 57.41 FEET; THENCE S24°32'37"W 24.30 FEET; THENCE S24°54'10"W 53.06 FEET; THENCE S32°19'52"W 81.60 FEET; THENCE S22°31'13"W 31.24 FEET; THENCE S30°56'30"W 55.84 FEET; THENCE S67°02'26"W 19.68 FEET; THENCE S46°06'51"W 27.99 FEET; THENCE S33°54'04"W 31.67 FEET; THENCE S24°14'51"W 66.12 FEET; THENCE S50°36'17"W 30.08 FEET; THENCE S22°18'47"W 24.79 FEET; THENCE S08°12'04"W 45.76 FEET; THENCE S26°45'39"W 32.36 FEET; THENCE S51°35'25"W 9.85 FEET; THENCE S51°35'41"W 8.83 FEET; THENCE S24°30'55"W 20.93 FEET; THENCE S03°58'37"W 40.38 FEET; THENCE S19°01'59"W 20.25 FEET; THENCE S14°09'59"W 60.86 FEET; THENCE S09°28'53"W 18.99 FEET; THENCE S35°51'49"W 15.43 FEET; THENCE S50°39'06"W 4.53 FEET; THENCE N35°50'03"W 327.54 FEET; THENCE N35°16'57"W 400.46 FEET TO THE SOUTHERN RIGHT OF WAY OF NORTH OLD WIRE ROAD, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 5 COURSES: ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 2397.52 FEET, AND WHOSE LONG CHORD BEARS N40°57'49"E 147.18 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 3286.14 FEET, AND WHOSE LONG CHORD BEARS N41°51'51"E 218.96 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1347.97 FEET, AND WHOSE LONG CHORD BEARS N48°18'14"E 205.46 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1689.10 FEET, AND WHOSE LONG CHORD BEARS N55°03'18"E 261.36 FEET; ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 573.12 FEET, AND WHOSE LONG CHORD BEARS N61°16'48"E 42.19 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 9.785 ACRES, MORE OR LESS.

PROPOSED R-A:

A PART OF THE FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 29 WEST, A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, BOTH BEING IN SECTION 36, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID FRACTIONAL SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND RUNNING S02°14'17"W 97.12 FEET; S02°15'49"W 429.56 FEET; and S87°52'31"E 123.32 FEET TO THE TRUE POINT OF BEGINNING, and running THENCE S87°52'31"E 408.20 FEET TO THE WESTERN RIGHT OF WAY OF NORTH CROSSOVER ROAD, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 3 COURSES: S30°12'22"W 234.20 FEET; S25°57'22"W 107.26 FEET; S21°46'26"W 105.67 FEET; THENCE LEAVING SAID RIGHT OF WAY S58°02'23"W 336.11 FEET; THENCE N84°10'57"W 40.00 FEET; THENCE S22°05'53"W 306.47 FEET; THENCE N35°50'03"W 160.87 FEET; THENCE N50°39'06"E 4.53 FEET; THENCE N35°51'49"E 15.43 FEET; THENCE N09°28'53"E 18.99 FEET; THENCE N14°09'59"E 60.86 FEET; THENCE N19°01'59"E 20.25 FEET; THENCE N03°58'37"E 40.38 FEET; THENCE N24°30'55"E 20.93 FEET; THENCE N51°35'41"E 8.83 FEET; THENCE N51°35'25"E 9.85 FEET; THENCE N26°45'39"E 32.36 FEET; THENCE N08°12'04"E 45.76 FEET; THENCE N22°18'47"E 24.79 FEET; THENCE N50°36'17"E 30.08 FEET; THENCE N24°14'51"E 66.12 FEET; THENCE N33°54'04"E 31.67 FEET; THENCE N46°06'51"E 27.99 FEET; THENCE N67°02'26"E 19.68 FEET; THENCE N30°56'30"E 55.84 FEET; THENCE N22°31'13"E 31.24 FEET; THENCE N32°19'52"E 81.60 FEET; THENCE N24°54'10"E 53.06 FEET; THENCE N24°32'37"E 24.30 FEET; THENCE N05°31'45"E 57.41 FEET; THENCE N08°33'31"E 53.99 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 5.497 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.



**TO:** Fayetteville Planning Commission

**THRU:** Jessie Masters, Development Review Manager

**FROM:** Donna Wonsower, Planner

**MEETING DATE:** February 27, 2023 **(Updated with results from Planning Commission)**

**SUBJECT:** **RZN-2023-0004: Rezoning (2910 N. OLD WIRE RD. / VAN SCYOC, 255):**  
Submitted by JORGENSEN AND ASSOCIATES for property located at 2910 N Old Wire Rd. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and R-A, RESIDENTIAL AGRICULTURAL, contains approximately 14.70 acres. The request is to rezone the property to R-A, RESIDENTIAL AGRICULTURAL on 5.75 acres and NC, NEIGHBORHOOD CONSERVATION on 9.54 acres.

**RECOMMENDATION:**

Staff recommends forwarding **RZN-2023-0004** to City Council with a recommendation of approval.

**RECOMMENDED MOTION:**

"I move to forward **RZN-2023-0004** to City Council with a recommendation of approval."

**BACKGROUND:**

The subject property is in east Fayetteville, roughly 700 feet west of the intersection of N. Crossover Rd. and N. Old Wire Rd. The property's zoning is currently split roughly half between RSF-4, Residential Single-Family, Four (4) Units per Acre on the western half and R-A, Residential Agricultural over the eastern half. Except for a single-single family house, the three parcels (cumulatively 14.7 acres) are undeveloped. The entire property is covered extensively with tree canopy and the eastern half is part of the streamside protection zone / floodplain & floodway of Niokaska Creek. Most of the land currently zoned R-A is designated as part of the Enduring Green Network.

Surrounding land uses and zoning is depicted in *Table 1*.

**Table 1**  
**Surrounding Land Use and Zoning**

| Direction | Land Use                               | Zoning                                                                                |
|-----------|----------------------------------------|---------------------------------------------------------------------------------------|
| North     | Single-Family Residential              | RSF-4, Residential Single-Family, 4 Units per Acre                                    |
| South     | Streamside / Single-Family Residential | RSF-4, Residential Single-Family, 4 Units per Acre /<br>R-A, Residential Agricultural |
| East      | Single-Family Residential              | RSF-4, Residential Single-Family, 4 Units per Acre                                    |
| West      | Single-Family Residential              | RSF-4, Residential Single-Family, 4 Units per Acre                                    |

**Request:** The request is to shift the alignment of the existing R-A, Residential Agricultural zoning district to follow the boundary of the 100-year flood line, and to rezone the remainder of the property to NC, Neighborhood Conservation.

**Public Comment:** Two members of the public offered comment in opposition of the item. Among their concerns was the potential increase in traffic, environmental concerns, negative impact to home values and neighborhood character, and lacking existing infrastructure including schools.

## INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

**Streets:** The subject area has frontage along N. Old Wire Rd., a partially improved Neighborhood Link street with asphalt paving, and open ditches. The subject area also has frontage along N. Sumac Dr., a fully improved residential link street with asphalt paving, sidewalk, gutter and curb. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

**Water:** Public water is available to the subject area. Existing 8-inch water main is present on the south side of N. Old Wire Rd. Existing 6-inch water main is present on the north side of N. Sumac Dr.

**Sewer:** Sanitary Sewer is available to the Subject area. Existing 6-inch sewer main is present on the North side of N. Old Wire Rd.

**Fire:** Station 5, located at 2979 N. Crossover Rd., protects this site. The property is located approximately 0.5 miles from the fire station with an anticipated drive time of approximately 1 minute using existing streets. The anticipated response time would be approximately 3.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

**Police:** The Police Department expressed no concerns with this request.

**Drainage:** No portion of the property lies within the Hillside-Hilltop Overlay District.

A portion of the property is designated as having hydric soils, a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

A portion of the property lies within a FEMA floodplain. A floodplain development



review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA.

A portion of the property lies within a streamside protection zone. Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This “protected area” is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited.

#### **Tree Preservation:**

The proposed zoning district of NC, Neighborhood Conservation requires **20% minimum canopy preservation**. The zoning district of RA, Residential Agricultural, intended to be re-aligned but not removed, requires **25% minimum canopy preservation**. The current zoning district of RSF-4, Residential Single-Family, Four Units Per Acre requires **25% minimum canopy preservation**.

**CITY PLAN 2040 FUTURE LAND USE PLAN:** City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as a **Residential Neighborhood** and **Natural Area**.

**Residential Neighborhood Areas** are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

**Natural Areas** consist of lands approximating or reverting to a wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

**CITY PLAN 2040 INFILL MATRIX:** City Plan 2040’s Infill Matrix indicates a score of **6** for this site, with a weighted score of **6** at the highest. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #5, 2979 N Old Wire Rd.)
- Near Sewer Main (8” sewer main, N Old Wire Rd.)
- Near Water Main (6” water main, N Old Wire Rd.)

- Near City Park (Gulley Park)
- Near Paved Trail (Niokaska Creek Trail)

## FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

**Finding:** ***Land Use Compatibility:*** Staff finds the request to be compatible with the surrounding context. Residential uses and densities located near the subject property vary substantially. Neighboring properties are of a variety of sizes but generally follow a cul-de-sac development pattern. The existing and proposed zoning districts have similar allowable uses, the NC includes urban form setbacks rather than traditional setbacks. When compared to RSF-4, rezoning to NC will decrease the buildable area of the lot for single and two-family uses from 8,000 and 12,000 square feet respectively to 4,000 square feet. In addition, NC would have a build-to zone of 25 feet rather than a front setback of 15 feet, and a rear setback of 12 feet rather than 15 feet. Since the subject property contains roughly 8.14 acres of RSF-4, a maximum of thirty-two (32) units are permitted under current entitlements, where the proposed rezoning to 9.54 acres of NC would increase the density cap to ninety-five (95) units. That said, any future development would be subject to, and limited by, minimum parking requirements, tree preservation, drainage, and access management standards. NC requires a 40-foot lot width minimum while RSF-4 requires a 70-foot lot width minimum for single-family dwellings and 80-ft lot width minimum for two-family dwellings. Conversely, both NC and RSF-4 include up to a three-story height limit.

***Land Use Plan Analysis:*** Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning from RSF-4 to NC serves to contribute towards City Plan 2040 Goals #1 – Appropriate Infill, Growing a Livable Transportation Network, #5 - We Will Assemble an Enduring Green Network, and #6 – Create Opportunities for Attainable Housing. The site scores moderately on the Infill Scoring Matrix due to water/sewer access, public parks and trails, and the proximity of fire station #5. The RSF-4 and NC have similar allowed uses; however because of the form-based zoning regulations associated with the NC district, rezoning may allow for redevelopment or added density while maintaining more tree canopy and natural areas than would be possible under the RSF-4 zoning district.

The Future Land Use Map designates the site as split between Residential Neighborhood Area, which supports “a wide variety of housing types of appropriate scale and context including single-family, duplexes, rowhouses, multifamily and accessory dwelling units,” and Natural Area, which “promotes conservation of open space and areas of significant riparian benefit.” Staff is supportive of realigning the R-A zoning district to the 100-year flood boundary, as the change would more accurately reflect the intent of the future land use plan to preserve the riparian area adjacent to Niokaska Creek. Further, adding density as designated by the “Residential Neighborhood” designation is likely best facilitated by the regulations in NC



**zoning and is justified given the property's proximity to commercial and non-residential uses in north Fayetteville.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** Staff finds that a rezoning to NC is justified. Rezoning may be less restrictive in allowing the property to develop under proportional regulations. Because rezoning will better support infill redevelopment on the property, staff finds the proposed zoning to be consistent with the City's future land use goals and therefore needed at this time.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** Rezoning to NC has an associated potential to increase traffic at this location. NC permits development at 10 units per acre where it is currently limited to 4 units per acre. Staff finds potential to increase the number of residential units above what is currently allowed by right; subject to constraints such as steep slopes, tree preservation requirements, and other design requirements. Staff finds the increase in density is unlikely to result in increased traffic danger or congestion. The subject property has access to N. Old Wire Rd., an improved Neighborhood Link. Future development would be required to meet the City's applicable access management and parking standards.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** Rezoning the property to NC may increase the load on public services, but the impact is not expected to be detrimental. The size of the property and access to existing water and sewer infrastructure means future development will likely avoid the need for costly extensions to services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

**Finding:** N/A

**RECOMMENDATION:** Planning staff recommends forwarding RZN-2023-0004 to City Council with a recommendation of approval.

|                                                                 |                                                                                                             |                                               |                                 |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------|
| <b>PLANNING COMMISSION ACTION:</b> Required <u>YES</u>          |                                                                                                             |                                               |                                 |
| <b>Date:</b> <u>February 27, 2023</u>                           | <input type="checkbox"/> Tabled                                                                             | <input checked="" type="checkbox"/> Forwarded | <input type="checkbox"/> Denied |
| <b>Motion:</b> Brink                                            | Forwarded with a recommendation of approval<br>Seven (7) Public comment in person, Six (6) Digital comments |                                               |                                 |
| <b>Second:</b> McGetrick                                        |                                                                                                             |                                               |                                 |
| <b>Vote:</b> 5-2-1 (Garlock & Madden voted No, Holcomb Recused) |                                                                                                             |                                               |                                 |

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**BUDGET/STAFF IMPACT:**

None

**Attachments:**

- Unified Development Code:
  - §161.03 District R-A, Residential Agricultural
  - §161.07 District RSF-4, Residential Single-Family, Four Units per Acre
  - §161.29 District NC, Neighborhood Conservation
- Applicant Request Letter
- Public Comment
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

### 161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                                          |
|---------|------------------------------------------|
| Unit 1  | City-wide uses by right                  |
| Unit 3  | Public protection and utility facilities |
| Unit 6  | Agriculture                              |
| Unit 7  | Animal husbandry                         |
| Unit 8  | Single-family dwellings                  |
| Unit 9  | Two-family dwellings                     |
| Unit 37 | Manufactured homes                       |
| Unit 41 | Accessory dwellings                      |
| Unit 43 | Animal boarding and training             |
| Unit 46 | Short-term rentals                       |

(2) *Conditional Uses.*

|         |                                          |
|---------|------------------------------------------|
| Unit 2  | City-wide uses by conditional use permit |
| Unit 4  | Cultural and recreational facilities     |
| Unit 5  | Government facilities                    |
| Unit 20 | Commercial recreation, large sites       |
| Unit 24 | Home occupations                         |
| Unit 35 | Outdoor Music Establishments             |
| Unit 36 | Wireless communications facilities       |
| Unit 42 | Clean technologies                       |

(C) *Density.*

|                |              |
|----------------|--------------|
| Units per acre | One-half (½) |
|----------------|--------------|

(D) *Bulk and Area Regulations.*

|                            |          |
|----------------------------|----------|
| Lot width minimum          | 200 feet |
| Lot Area Minimum:          |          |
| Residential:               | 2 acres  |
| Nonresidential:            | 2 acres  |
| Lot area per dwelling unit | 2 acres  |

(E) *Setback Requirements.*

|         |         |         |
|---------|---------|---------|
| Front   | Side    | Rear    |
| 35 feet | 20 feet | 35 feet |

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1)

story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427, § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

### **161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre**

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low-density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                         |
|---------|-------------------------|
| Unit 1  | City-wide uses by right |
| Unit 8  | Single-family dwellings |
| Unit 41 | Accessory dwellings     |
| Unit 46 | Short-term rentals      |

(2) *Conditional Uses.*

|          |                                          |
|----------|------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit |
| Unit 3   | Public protection and utility facilities |
| Unit 4   | Cultural and recreational facilities     |
| Unit 5   | Government facilities                    |
| Unit 9   | Two-family dwellings                     |
| Unit 12a | Limited business                         |
| Unit 24  | Home occupations                         |
| Unit 36  | Wireless communications facilities       |
| Unit 44  | Cluster Housing Development              |

(C) *Density.*

|                |                         |                          |
|----------------|-------------------------|--------------------------|
|                | Single-family dwellings | Two (2) family dwellings |
| Units per acre | 4 or less               | 7 or less                |

(D) *Bulk and Area Regulations.*

|                   |                         |                          |
|-------------------|-------------------------|--------------------------|
|                   | Single-family dwellings | Two (2) family dwellings |
| Lot minimum width | 70 feet                 | 80 feet                  |

|                                             |                   |                    |
|---------------------------------------------|-------------------|--------------------|
| Lot area minimum                            | 8,000 square feet | 12,000 square feet |
| Land area per dwelling unit                 | 8,000 square feet | 6,000 square feet  |
| Hillside Overlay District Lot minimum width | 60 feet           | 70 feet            |
| Hillside Overlay District Lot area minimum  | 8,000 square feet | 12,000 square feet |
| Land area per dwelling unit                 | 8,000 square feet | 6,000 square feet  |

(E) *Setback Requirements.*

|         |        |         |
|---------|--------|---------|
| Front   | Side   | Rear    |
| 15 feet | 5 feet | 15 feet |

(F) *Building Height Regulations.*

|                         |           |
|-------------------------|-----------|
| Building Height Maximum | 3 stories |
|-------------------------|-----------|

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427, § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

## 161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                         |
|---------|-------------------------|
| Unit 1  | City-wide uses by right |
| Unit 8  | Single-family dwellings |
| Unit 41 | Accessory dwellings     |
| Unit 46 | Short-term rentals      |

(2) *Conditional Uses.*

|          |                                            |
|----------|--------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit   |
| Unit 3   | Public protection and utility facilities   |
| Unit 4   | Cultural and recreational facilities       |
| Unit 9   | Two (2) family dwellings                   |
| Unit 10  | Three (3) and four (4) family dwellings    |
| Unit 12a | Limited business*                          |
| Unit 24  | Home occupations                           |
| Unit 25  | Offices, studios, and related services     |
| Unit 28  | Center for collecting recyclable materials |
| Unit 36  | Wireless communication facilities          |
| Unit 44  | Cluster Housing Development                |

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

|                    |         |
|--------------------|---------|
| All dwelling types | 40 feet |
|--------------------|---------|

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

|                                    |                                                                                                                  |
|------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Front                              | A build-to zone that is located between the front property line and a line 25 feet from the front property line. |
| Side                               | 5 feet                                                                                                           |
| Rear                               | 5 feet                                                                                                           |
| Rear, from center line of an alley | 12 feet                                                                                                          |

(F) *Building Height Regulations.*

|                         |           |
|-------------------------|-----------|
| Building Height Maximum | 3 stories |
|-------------------------|-----------|

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15>; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6211 , §1, 8-6-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

February 3, 2023

**City of Fayetteville**  
Development Services  
113 West Mountain Street  
Fayetteville, AR 72701

Re: Rezoning at 2910 N Old Wire Road

**Dear City Staff;**

On Behalf of the Owner and their representatives, we are submitting a rezoning request for property located along 2910 N Old Wire, Fayetteville, AR 72703.

- A. The current owner of this site is as follows: Nola VanScyoc Revocable Trust (Parcel Numbers 765-16047-000, 765-13287-000. 765-16043-000.
- B. Currently this property is zoned RSF-4 and R-A.
- C. This property is surrounded by RSF-4 on the north and west, a portion of P-1 to the south and north, and section of R-O to the east.
- D. Existing adequate water and sewer are already at this site.
- E. We feel the requested rezoning is in line with the goals of the City Plan 2040 where the future land use calls for a portion of Residential Neighborhood and Natural.

Statement of Compatibility:

This request to rezone a portion of the RSF-4 to Neighborhood Conservation and adjust the R-A zoning line to match the 100-year floodplain is compatible with neighboring property and will not unreasonably adversely affect or conflict with surrounding land uses. Within reasonable proximity, rezoning of the property south of Butterfield Elementary to NC, sets a precedence for similar development patterns that serve to promote and protect neighborhood character. The zoning line has been adjusted to follow the 100-year flood plain and this zoning line makes more sense than the current zoning line and will ensure that the floodplain would be of minimal impact. Given the proximity to the Fire Station, Crossover (Regional Link), and the Niokaska Trail, we feel that this rezoning is supported in a multitude of ways and will not adversely impact vehicular patterns.

**Wonsower, Donna**

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**From:** Julie C Keys <jckey611@gmail.com>  
**Sent:** Saturday, February 25, 2023 9:39 PM  
**To:** Wonsower, Donna  
**Subject:** Old Wire Rezoning

**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 Planner Wonsower:

This concern addresses the rezoning of 2910 North Old Wire Road. I firmly believe that it is not in the best interest of its neighbors, commuters, or city of Fayetteville.

First, I wish to address this issue on a personal note. In 2006, my husband and I began our search for a home in Fayetteville to raise our one year old and immediately fell in love with the property on Raintree Drive in the Boxwood subdivision. At the time, I worried that our proximity to the fire station was too close, potentially a noise nuisance, but I talked myself into that being a plus to the property. It was the green space behind our house that sold us! For the last 17 years, listening to the sounds and enjoying the sights of the wooded area have brought such peace.

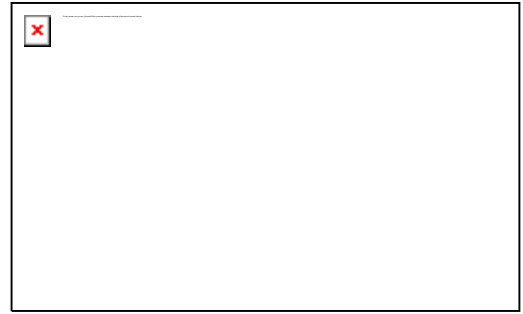
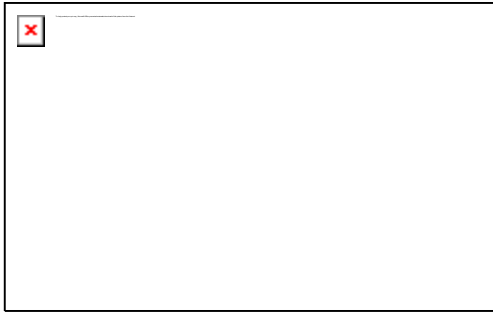
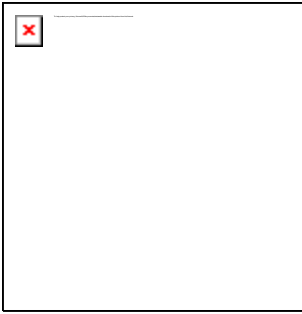
I also want to address this issue as a citizen of Fayetteville. The projected area on Old Wire Road currently has only two lanes, leading to numerous neighborhoods and to commercial areas. There is no sidewalk, and traffic is often backed up at the intersection of Old Wire Road and Crossover Road. Additional dwellings will impact an already congested area of town. Many times when I try to leave my street, I face lines of traffic or speeding cars. From a traffic perspective, adding more dwellings to the area will negatively impact the area.

Most importantly though, I want to address the potential environmental concerns. One of the reasons I chose this area was the city's commitment to conserve green space and protect its natural beauty. Just four houses down from my house, homeowners are required to have flood insurance. Considering the city's recent restoration to Niokaska Creek, an area of the Illinois River Watershed, I worry about upsetting the landscape further. I am not a landscape engineer, but I do know that destroying the current tree canopy can lead to erosion. In addition, urban development influences drainage and contaminates water. These concerns do not seem to be in line with the City of Fayetteville's vision.

Thank you for your service to our fine city, and I ask that additional consideration be given to the proposed area. Below you will find images of the proposed rezoning from my home, as well as data from the [Fayetteville City Plan 2040](#).

In appreciation,  
 Julie Keys  
 2792 North Raintree Drive  
[jckey611@gmail.com](mailto:jckey611@gmail.com)  
 479-957-1780





### 8.3 Tree Canopy

A healthy urban tree canopy can address the three major weather events that are anticipated to affect Northwest Arkansas: unpredictable but more impactful rain events, drought, and heat waves. Even before broad acknowledgement of climate change, Fayetteville and its residents placed a high value on the City's tree canopy, particularly with the formation of the Tree and Landscape Advisory Committee in 1993 and the subsequent adoption of a Tree Preservation ordinance regulating tree removal associated with development.

### 8.4 Slopes and Hillside

Slope is a critical factor in determining a soil's suitability for supporting development. The development of severe slopes involving soils not capable of provided sufficient foundational support may result in extensive cutting and filling to stabilize them. When compounded by the removal of existing vegetation, the excavation and fill of soil can result in severe erosion, slumping and shearing. In Fayetteville, areas of severe slope are characterized by soils less suitable for development. Shallow depth to bedrock conditions are compound problems in these areas. There are several identified beds of cherty limestone, acid sandstone, siltstone and shale that have shown faulting and folding at steeper locations.

Of the 58,037 acres of land within the City and its Planning Area, approximately 16%, or 8,900 acres have slopes of 15 percent or greater. With some notable exceptions such as Mount Sequoyah, these slopes have previously remained largely undeveloped. More recent trends indicate that development on hillsides and hilltops is increasing. The passage of the Hillside/Hilltop Development Overlay District in 2006 provided additional development protections on slopes that are 15 percent and greater and the flatter, bench-like hilltops.

### 8.5 Watershed System

However, urban development can, and has, altered many of these natural drainage systems which can create drainage, storage and flooding hazards during heavy or extended duration storm events.

### 8.6 Flooding

In general Chapter 168, flood damage prevention, of the Unified Development Code (UDC) and 44 Code of Federal Regulations (44CFR) are utilized in conjunction with the latest Flood Insurance Rate Maps (FIRM) to determine which properties may be at risk and in need of additional regulation to limit flood losses. These regulations extend to the area defined as "Special Flood Hazard Areas" located on the Flood Insurance Rate Maps.

Flooding also brings challenges associated with water quality. Rising flood waters can be contaminated by, among other things, oil and grease, household chemicals, fuels, sanitary sewer overflows, and soils/ sediment. One major contributor of soil/ sediment and the associated nutrients such as phosphorus is stream bank erosion. As flood waters rise, the velocity of the water increases and can damage stream banks causing both pollution issues and property loss. All of these items can damage the natural ecosystem and potentially harm drinking water sources. Beaver Lake is the drinking water source for all of Northwest Arkansas and approximately 40% of Fayetteville currently drains into this watershed. The remainder drains into the Illinois River Watershed which also has its challenges with regard to pollutants.

**Wonsower, Donna**

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**From:** Rob Keys <2123keys@gmail.com>  
**Sent:** Sunday, February 26, 2023 6:22 PM  
**To:** Umberger, Ryan; Wonsower, Donna; Hopkins, Mirinda; Planning Shared  
**Subject:** development off Old Wire Road

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.

Ryan/Donna/Miranda/others- Thank you, first of all, for serving Fayetteville. Being an official in the public eye is not easy these days and I appreciate your willingness to do so.

I'm contacting you re: Mitch Weigel's proposal to develop land between the Boxwood subdivision and the fire station at Old Wire/265. I'm sure you've heard from some of my Boxwood neighbors, as this is an emotional issue for some, if not many.

Having lived directly adjacent to the property being considered for more than 16 years, however, I have long expected development behind my home. I understand the need for residential infill in Fayetteville. That doesn't mean I like it, but I understand.

What I'm asking is for extremely careful consideration of this proposal. Rezoning that allows 10 units per acre - or anything close to that - is simply irresponsible. I don't believe that aligns w Fayetteville's 'Vision 2050' and I think there are other legitimate concerns, including drainage, loss of trees/green space/natural habitat and traffic. Traffic is already an issue in this area - a major issue for those of us who live here.

Additionally, the sheer density of 10 units per acre - or anything close to that - is a drastic deviation from what currently exists in our neighborhood. It's simply not right and I am 100-percent convinced that if you or Mitch Weigel or any reasonable person lived where my family lives, you would feel the same way.

Thank you for your time and service. Please do what is right.

Rob Keys  
2792 N. Raintree Drive  
(479) 957-4635

**From:** [CityClerk](#)  
**To:** [Planning Shared](#); [Sparkman, Sarah](#); [Johnson, Matthew](#); [Canada, Quintin](#); [Brink, Andrew](#); [Garlock, Jimm](#); [Holcomb, Joseph](#); [Madden, Mary](#); [McGetrick, Mary](#); [Winston, Porter](#); [Berna, Scott](#); [Bolinger, Bonnie](#); [Pennington, Blake](#); [Brown, Chris](#); [Bunch, Sarah](#); [CityClerk](#); [Curth, Jonathan](#); [Harvey, Sonia](#); [Hertzberg, Holly](#); [Batker, Jodi](#); [Jones, D'Andre](#); [Rogers, Kristin](#); [Williams, Kit](#); [Jordan, Lioneld](#); [Mathis, Jeana](#); [Moore, Sarah](#); [Paxton, Kara](#); [Mulford, Patti](#); [Ramirez, Jonathan](#); [Rea, Christine](#); [Norton, Susan](#); [Spohn, Courtney](#); [Thurber, Lisa](#); [Turk, Teresa](#); [Wiederkehr, Mike](#)  
**Cc:** [tiftim@gmail.com](mailto:tiftim@gmail.com); [CityClerk](#)  
**Subject:** FW: Old wire/boxwood project  
**Date:** Wednesday, February 22, 2023 8:36:08 AM  
**Attachments:** [image001.png](#)

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Good morning everyone,

Please see the e-mail below from Ms. Tiffany Meeks as a follow up to the previously shared message.

Thank you and have a nice day,  
Jonathan

### Office of the City Clerk Treasurer

City of Fayetteville, Arkansas  
113 West Mountain St, Suite 308  
Fayetteville, AR 72701  
T 479.575.8323

[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

City of Fayetteville Logo-01




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**From:** Tiffany Timmons <[tiftim@gmail.com](mailto:tiftim@gmail.com)>  
**Sent:** Wednesday, February 22, 2023 6:14 AM  
**To:** CityClerk <[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)>  
**Subject:** Re: Old wire/boxwood project

**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.

Hi Sarah,

Thank you for your response. It does seem very counterproductive that the city council and the school board don't have more of a connection. I am very frustrated with the school district, my 3 children will all attend McNair which is over crowded and building more homes in an already full district without any plans to build a new school seems ridiculous. I attended FPS and had a lovely experience. I'm not sure my kids will enjoy the same if they are forced to attend schools out of their district due to over crowding. Does the city have any input on schools or district lines? If not I think that should be looked at more closely. How can a city function properly without enough schools to support its growing population?

Im not a city planner or school district expert but I would think both need to be on the same page as our city moves forward, knowing there will only be more growth and more children that need to

attend schools. I would never be able to get to work on time if my kids were redistributed to a school on the west side. The school bus commissioner has said there's no possible way for them to bus kids from the east side to the west side with the shortage of drivers and the amount of kids needing bus services. This is a big concern for my family. When I see more houses going up it just makes me a bit angry knowing it's my kids education that's going to suffer not the city.

Thank you!

Tiffany (Timmons) Meeks

Sent from my iPhone

On Feb 21, 2023, at 8:24 AM, CityClerk <[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)> wrote:

Good morning everyone,  
Please see the e-mail below from Ms. Tiffany Meeks.

Thank you and have a nice day,  
Jonathan

**Office of the City Clerk Treasurer**

City of Fayetteville, Arkansas

113 West Mountain St, Suite 308

Fayetteville, AR 72701

T 479.575.8323

[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



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**From:** Bunch, Sarah <[sarah.bunch@fayetteville-ar.gov](mailto:sarah.bunch@fayetteville-ar.gov)>

**Sent:** Monday, February 20, 2023 11:19 AM

**To:** CityClerk <[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)>

**Cc:** Tiffany Timmons <[tiftim@gmail.com](mailto:tiftim@gmail.com)>

**Subject:** Fwd: Old wire/boxwood project

Can the Clerk's office please share this email with planning staff, the members of the planning commission, and the city council? Thank you very much.

Sarah

Sent from my iPad

Begin forwarded message:

**From:** Tiffany Timmons <[tiftim@gmail.com](mailto:tiftim@gmail.com)>  
**Date:** February 13, 2023 at 2:09:07 PM CST  
**To:** "Bunch, Sarah" <[sarah.bunch@fayetteville-ar.gov](mailto:sarah.bunch@fayetteville-ar.gov)>  
**Subject:** Old wire/boxwood project

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.

Hi!

I am sending you this email to speak out in opposition to the proposed development near old wire and boxwood. I live off old wire and my kids attend FPS. We need more roads and schools in this area before any more residence come into the mix. We desperately need another middle school on the east side, as well as more side walks and a wider old wire to accommodate traffic.

The traffic in this area during commute times is too busy for more dwellings.

More schools and roads please, not more houses and people. Thank you.

Tiffany Meeks  
479-530-1428

City of Fayetteville, Arkansas  
113 West Mountain St, Suite 308  
Fayetteville, AR 72701  
T 479.575.8323

[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



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**From:** Rob Qualls <[robbieq@gmail.com](mailto:robbieq@gmail.com)>  
**Sent:** Monday, February 27, 2023 12:53 PM  
**To:** CityClerk <[cityclerk@fayetteville-ar.gov](mailto:cityclerk@fayetteville-ar.gov)>  
**Subject:** RZN-2023-0004 Support

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

Please forward to the Planning Commissioners, Ward 3 Councilmembers, and any planning staff that should get it.

Good Afternoon,

I am writing in support of RZN-2023-0004. Some of those opposed to this development are citing morning traffic on Old wire road as a reason to deny this request. I also live in the area and have had to wait a minute or two to turn left. In my opinion, most of that traffic is coming from outside of, or at the very edge of Fayetteville. Restricting housing IN Fayetteville, is not going to help that issue. The best thing we can do for traffic is to build more housing, closer to schools, businesses, or amenities. Please approve this rezone, so we can take some pressure off of the housing market, and perhaps keep more people from driving in from Goshen and Elkins because Fayetteville's housing inventory is low.

Thanks,.  
Rob Qualls  
2140 E Jonquil Rd, Fayetteville, AR 72703

**Wonsower, Donna**

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**From:** Alexis Stevens <aestevens3@yahoo.com>  
**Sent:** Monday, February 27, 2023 7:12 PM  
**To:** Planning Shared; Hopkins, Mirinda; Wonsower, Donna; Umberger, Ryan; Bunch, Sarah; Berna, Scott  
**Cc:** Nick Mote  
**Subject:** Re: Rezoning of 2910 N Old Wire Road, Fayetteville, AR - Nick Mote and Alexis Stevens Statement in Opposition

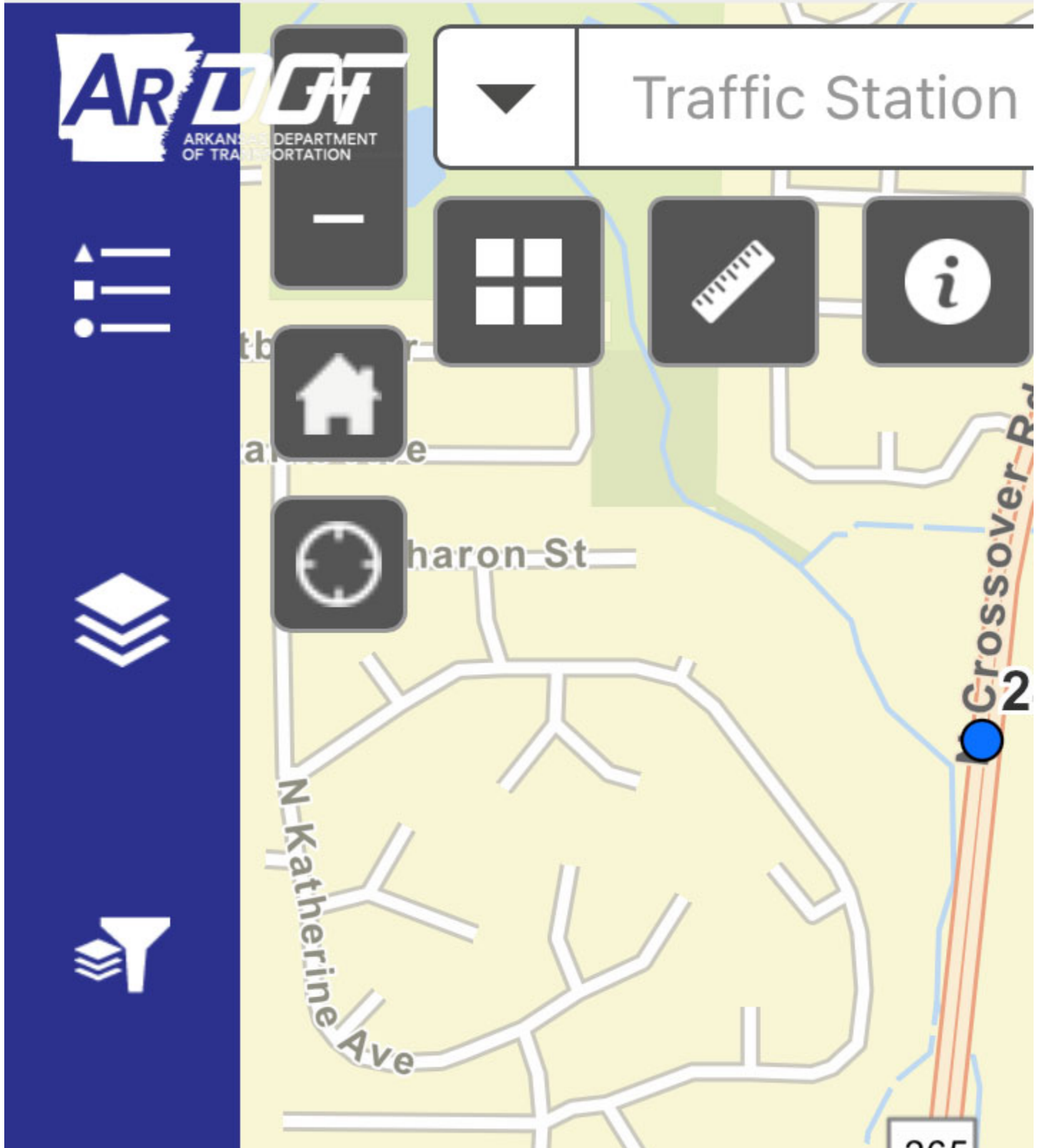
CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening—as a follow up to my below email and supplement to the attached Statement in Opposition, attached please find traffic data from the Arkansas Department of Transportation for N Old Wire Road which includes an average daily traffic estimate of 8,300 vehicles for the most recent year studied, 2021. Please note that many of the intersecting streets on the segment of N Old Wire Road between the Old Missouri Road and Crossover intersections adjoin N Old Wire Road at steep inclines and with numerous blind spots. This portion of N Old Wire Road additionally includes several curves further decreasing visibility.

Thank you,

Alexis Stevens and Nick Mote

6:59





6:59



1 of 1

**Volume Count**  
**8,300**

**Station ID:**

**Station:**

**Count Type:**

**Count Category:**

**Most Recent ADT:**

**Most Recent ADT Year:**

**ARDOT District:**

**County:**

Sent from my iPhone

> On Feb 27, 2023, at 6:28 PM, Alexis Stevens <aestevens3@yahoo.com> wrote:

>

> Good evening—attached please find a Statement in Opposition of the proposed rezoning of the property located at 2910 N Old Wire Rd, Fayetteville, AR 72703, submitted on behalf of Nick Mote and Alexis Stevens, to be presented to the City Planning Commission during its February 27, 2023, meeting related to the same.

>

> Please let me know if you have any questions or require further information.

>

> Thank you,

>

> Alexis Stevens

> <In re Rezoning of the Property Located at 2910 N Old Wire Road, Fayetteville, AR - Written Statement in Opposition Submitted by Nick Mote and Alexis Stevens.pdf>

>

> Sent from my iPhone

**From:** [Mary Anne Kull](#)  
**To:** [Wonsower, Donna](#)  
**Cc:** [Umberger, Ryan](#); [Hopkins, Mirinda](#)  
**Subject:** Re: Project Information (RZN-2023-0004)  
**Date:** Sunday, February 26, 2023 2:09:25 PM  
**Attachments:** [image002.png](#)  
[image001.jpg](#)  
[Concerns for RZN-2023-0004.pdf](#)

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

To Whom it May Concern,

I am attaching a letter about my concerns for the rezoning of 2910 N Old Wire Rd: RZN-2023-0004

Thank you so much for your consideration,  
Mary Anne Kull

On Wed, Feb 8, 2023 at 11:00 AM Wonsower, Donna <[dwonsower@fayetteville-ar.gov](mailto:dwonsower@fayetteville-ar.gov)> wrote:

Mary,

This project is scheduled for the February 27 Planning Commission meeting. The packets being posted on the website tomorrow are for the meeting held on February 13, and the packets for the February 27 meeting will be posted in a few weeks. Our apologies for any confusion. Regarding the required mailing, we received a certificate stating that the letters were sent out yesterday (2/7) in advance of the fifteen day requirement so keep an eye on your mailbox.

Short of hiring a traffic engineer, factually showing how any development will affect future traffic is difficult; however there are multiple online resources that you could utilize to present facts regarding the current traffic around your neighborhood such as traffic counts from ARDoT, records of vehicle crashes and their severity from the police, any news articles that discuss significant delays specific to your neighborhood and its immediate surroundings, or primary sources like this. My recommendation would be to stay away from opinions like “traffic is terrible here,” and instead make statements such as “In the past three weeks, it has taken me an average of twenty minutes to leave my neighborhood every morning because of the amount of traffic on N Old Wire Rd,” and to bring data to back up any sources you cite in your research. You are also welcome to email staff with any documents ahead of the meeting and to call with questions.

Best Regards,

**Donna Wonsower**

Planner, Development Services

City of Fayetteville, Arkansas

Office: 479.575.8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



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**From:** Mary Anne Kull [<mailto:> ]  
**Sent:** Wednesday, February 08, 2023 8:48 AM  
**To:** Hopkins, Mirinda <[mbhopkins@fayetteville-ar.gov](mailto:mbhopkins@fayetteville-ar.gov)>  
**Subject:** Project Information

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

Good morning!

Thank you so much for providing this information. What do I need to do to prove that this change will factually affect vehicular patterns adversely for patrons of my neighborhood?

I am so thankful for this information. We have not received the required mailing for this zoning request. Do you know if it has been sent out as the application requires?

Thank you!

Mary Anne

On Wednesday, February 8, 2023, Hopkins, Mirinda <[mhopkins@fayetteville-ar.gov](mailto:mhopkins@fayetteville-ar.gov)> wrote:

Mary Anne,

I have attached the submitted request letter. Planning reports will be posted to our website tomorrow afternoon. Let me know if you need anything else.

<https://fayettevillear.portal.civicclerk.com/>

Thank you

Mirinda Hopkins

Development Coordinator

Planning Division

City of Fayetteville

479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



---

**From:** Mary Anne Kull [mailto:[makull1017@gmail.com](mailto:makull1017@gmail.com)]

**Sent:** Tuesday, February 07, 2023 11:01 PM

**To:** Planning Shared <[planning@fayetteville-ar.gov](mailto:planning@fayetteville-ar.gov)>; Hopkins, Mirinda <[mhopkins@fayetteville-ar.gov](mailto:mhopkins@fayetteville-ar.gov)>

**Subject:** Project Information

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

Good Day,

I am inquiring about the project information for Plan Number: **RZN-2023-0004**

The posted written notification form indicates that project information is available for public view from the City of Fayetteville Planning Division, but I have not been able to locate it on the submitted application or the planning divisions portion of the website. I would appreciate your help with this information.

I am highly concerned about this area being rezoned as NC NEIGHBORHOOD CONSERVATION. Traffic on Old Wire is already highly congested. I am hardly able to make a left hand turn in the mornings to take my children to Butterfield Elementary School. I cannot imagine how that will be amplified with the potential of 10 residential units per acre being permitted in this area. The vocabulary "neighborhood conservation" is very misleading in this instance as currently this area is completely wooded. I am concerned that there is a deliberate deception by choosing this as the zoning to prevent neighbors from being concerned. This will allow signification change to my current neighborhood and will negatively affect the character and home values in the immediate area.

I believe that the current zoning of RSF-4 is appropriate to maintain true neighborhood conservation for this area.

I look forward to seeing more detailed plans.

Sincerely,  
Mary Anne Kull

2840 N Raintree Drive  
Fayetteville, AR 72703

February 26, 2023

To Whom It May Concern:

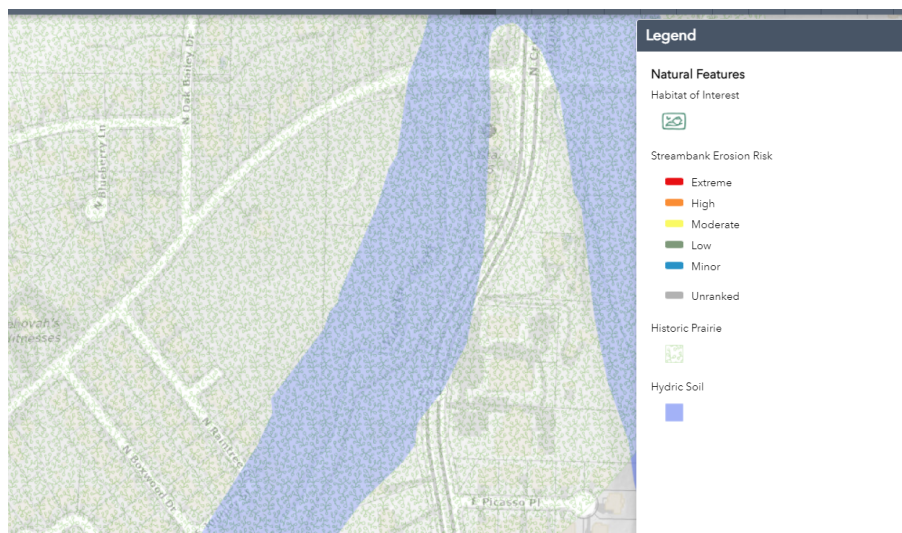
I am writing to express my deep concern about the proposed rezoning of 2910 N Old Wire Rd from RSF-4 to NC. As a resident of this area, I believe that this rezoning will have a significant negative impact on our community and our environment.

One of my main concerns is the increase in traffic that this development will bring to our area. The roads around 2910 N Old Wire Rd are narrow and already congested. Adding more cars to this area will only exacerbate the problem. This will make it more difficult and dangerous for residents to travel to and from their homes, and could even lead to accidents and other safety concerns. I took the below picture from my street corner of Raintree Dr. and N Old Wire Rd. at 4:28PM Tuesday, February 21. Notice that cars are backed up all the way from Crossover to Raintree. What will the addition of more dense housing and businesses (as allowed under the NC zoning), with potentially hundreds of cars added do to the traffic? What about the Fire Station? With the addition of traffic in this area does it cause concern for life saving minutes being lost as the fire truck and emergency responders will be required to navigate through the additional commuters?





2910 N Old Wire contains hydric soil and due to the slope of the land, anything that is developed at this property will have runoff into the hydric soil areas pictured below. What will happen to the ecosystem surrounding the Niokaska Trail with the addition of hazardous runoff from the proposed significantly denser development?



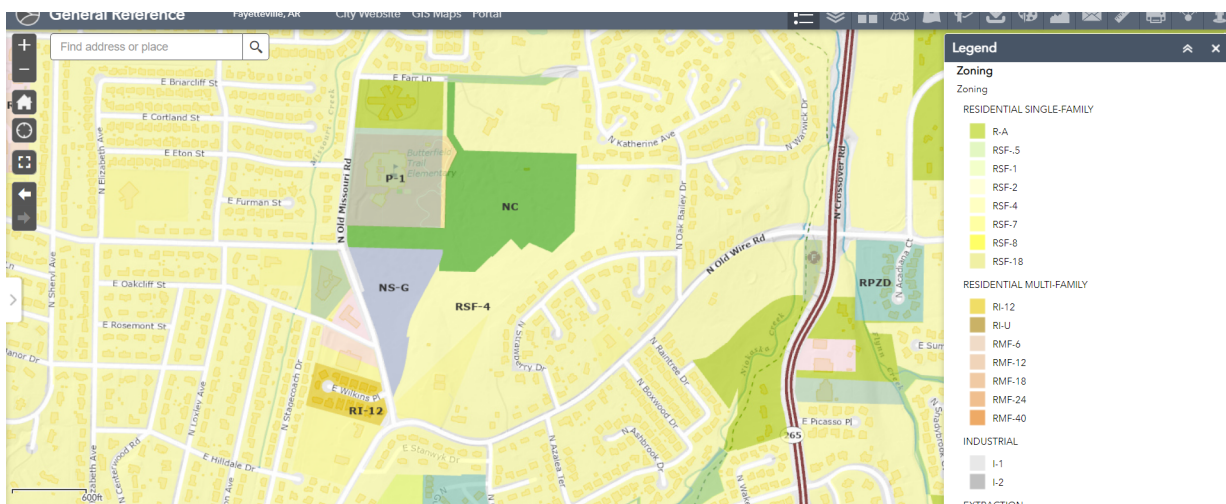
I believe that this rezoning does not align with the City of Fayetteville's "Vision 2050" plan. This plan emphasizes sustainable development and responsible use of natural resources, and I believe that this development will only contribute to the environmental degradation of our area.

As a mom of 3 children, our oldest child attends Fayetteville public schools with our middle child to join her next year in kindergarten. I am currently following Fayetteville's dilemma with having enough room in McNair Middle school for the children in our neighborhood. Currently, the board does not have a solution. The proposal to bring in the addition of potentially many families and many more children is simply not supported by the current school zone structure.

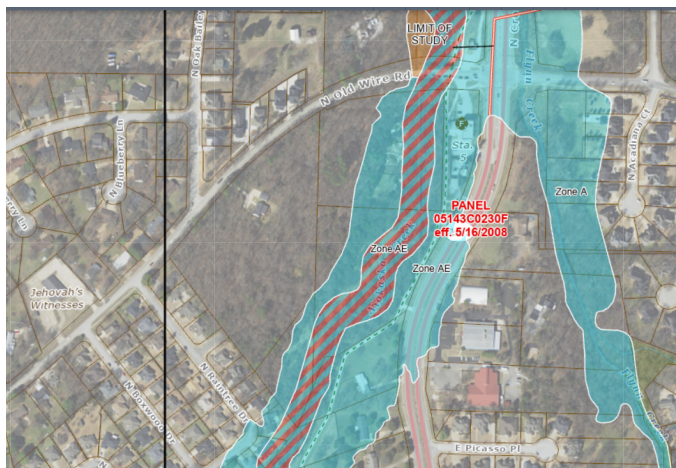
Furthermore, I have some serious questions about the statement of compatibility submitted by Jorgensen & Associates. The statement of compatibility states, "This request to rezone a portion of the RSF-4 to Neighborhood Conservation and adjust the R-A zoning line to match the 100-year floodplain is compatible with neighboring property and will not unreasonably adversely affect or conflict with surrounding land uses." Has Jorgensen and Associates provided a study by a professional to support this claim? What will they do and be liable for in the instance that it does in fact "unreasonably adversely affect or conflict" with the surrounding land uses?

The statement of compatibility continues to state, "Within reasonable proximity, rezoning of the property south of Butterfield Elementary to NC, sets a precedence for similar development patterns that serve to promote and protect neighborhood character." This is untrue. The area next to Butterfield Elementary was just recently rezoned as NC. Outside of that one area, this entire area is zoned as RSF-4. This rezoning will drastically change the feel of driving up Old Wire from Crossover. Currently, it is a wooded residential area. The zoning of RSF-4 is what "sets a precedence for similar development patterns that serve to promote and protect neighborhood character." Please see this image to show the zoning for the surrounding areas as evidence:





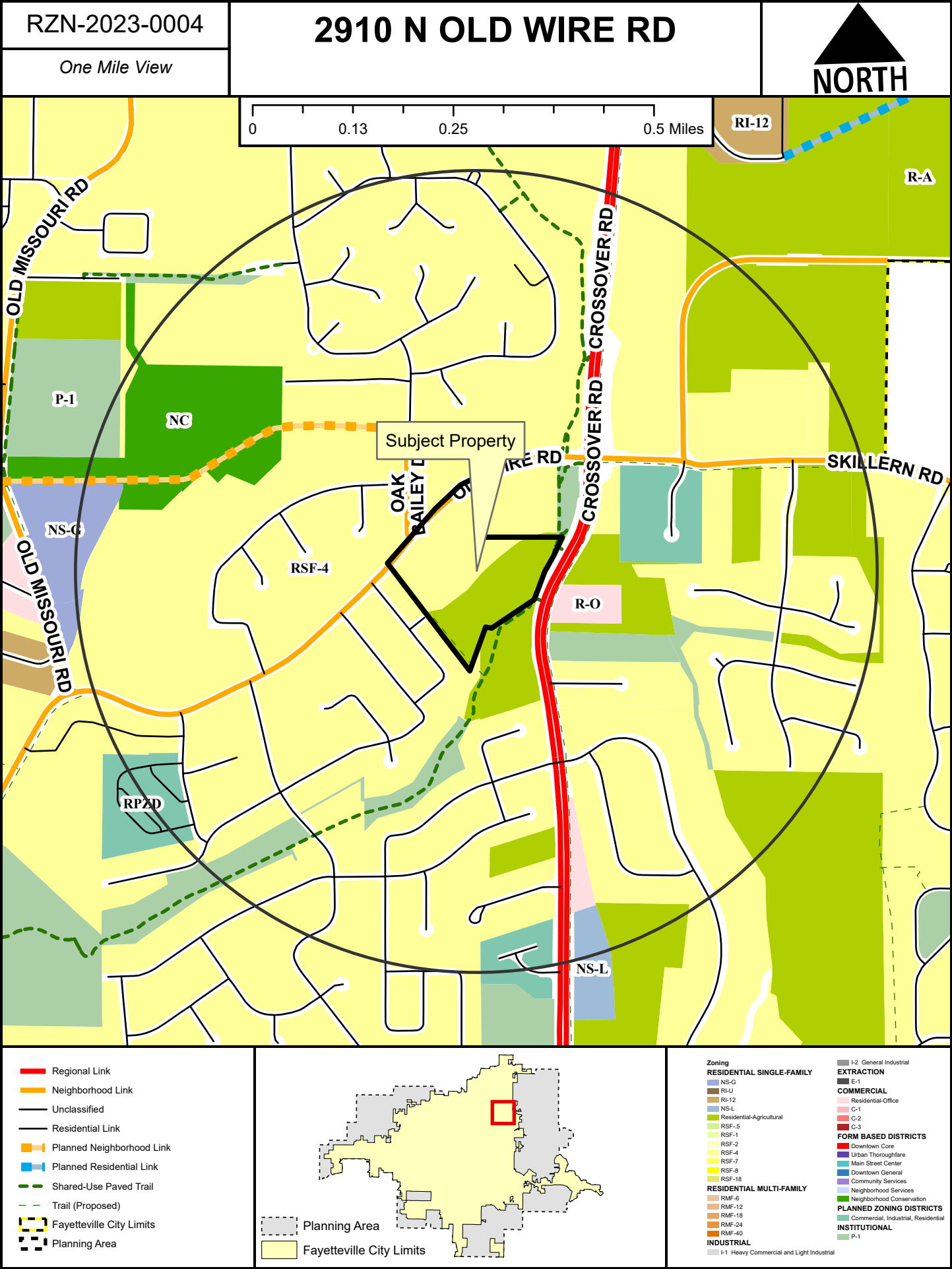
The compatibility statement continues to state, “The zoning line has been adjusted to follow the 100-year flood plain and this zoning line makes more sense than the current zoning line and will ensure that the floodplain would be of minimal impact.” Where is the study that has been conducted by a professional to attest that this statement is true? After multiple conversations with environmentalists, I have been advised that due to the increase in impervious surfaces in a wooded area with soil that it will absolutely have a major impact on flooding in an area near already established flood zone hazards.

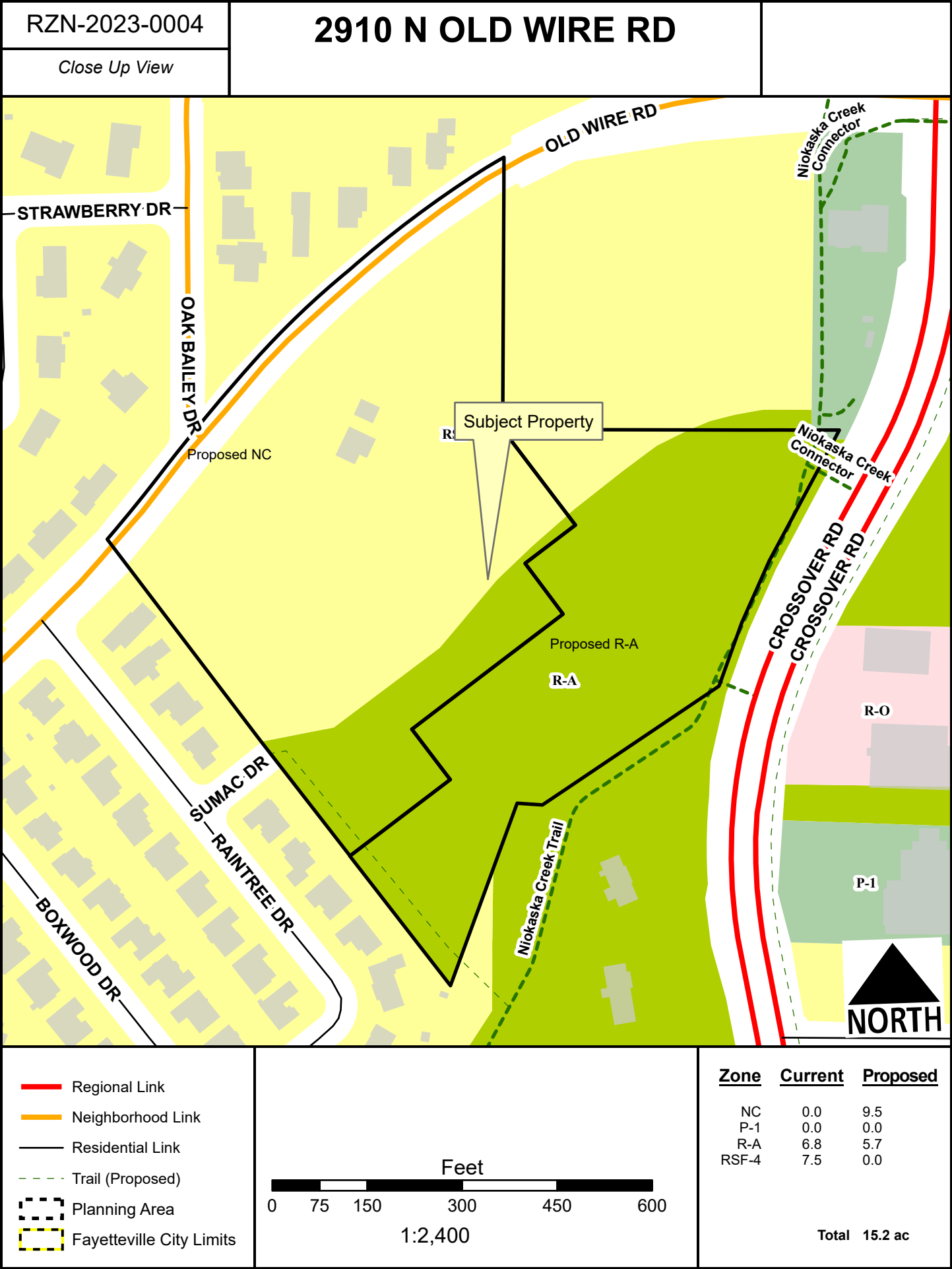


The compatibility statement also says, “Given the proximity to the Fire Station, Crossover (Regional Link), and the Niokaska Trail, we feel that this rezoning is supported in a multitude of ways and will not adversely impact vehicular patterns.” Has Jorgensen and Associates contracted a traffic engineer to verify that this statement is true? Based on my personal experience living next to the property in question, there is already substantial traffic during commuter times on Old Wire.

In conclusion, I urge you to reconsider the proposed rezoning of 2910 N Old Wire Rd from RSF-4 to NC. I believe that this development will create additional traffic strain on the area, negatively impact the environment, does not align with the City of Fayetteville's "Vision 2050", and the area simply does not have the infrastructure established to support such a drastic change. Thank you for your time and consideration.

Sincerely,  
 Mary Anne Kull  
 2840 N Raintree Dr  
[makull1017@gmail.com](mailto:makull1017@gmail.com)  
 501-773-1278



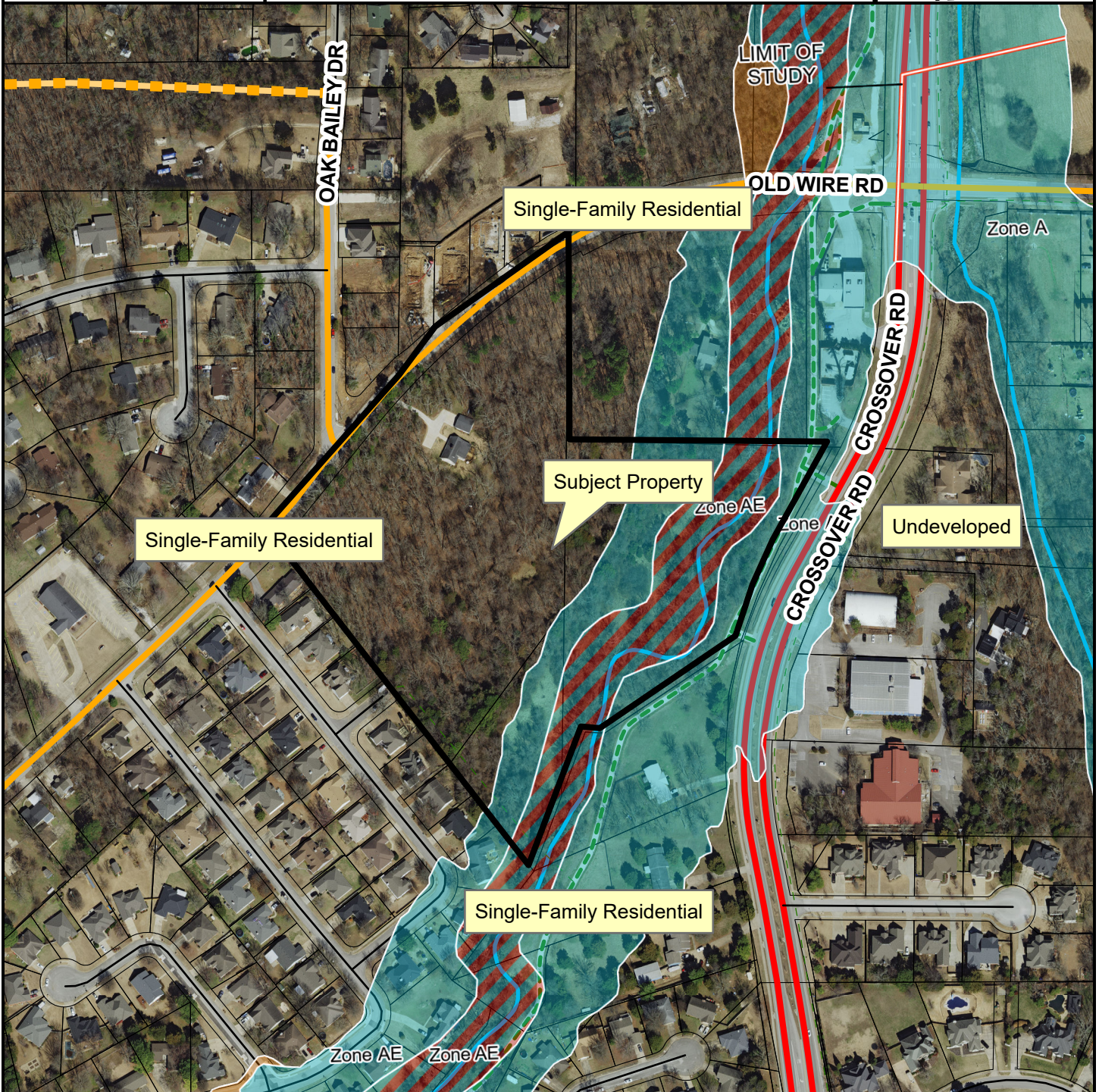




RZN-2023-0004

# 2910 N OLD WIRE RD

Current Land Use



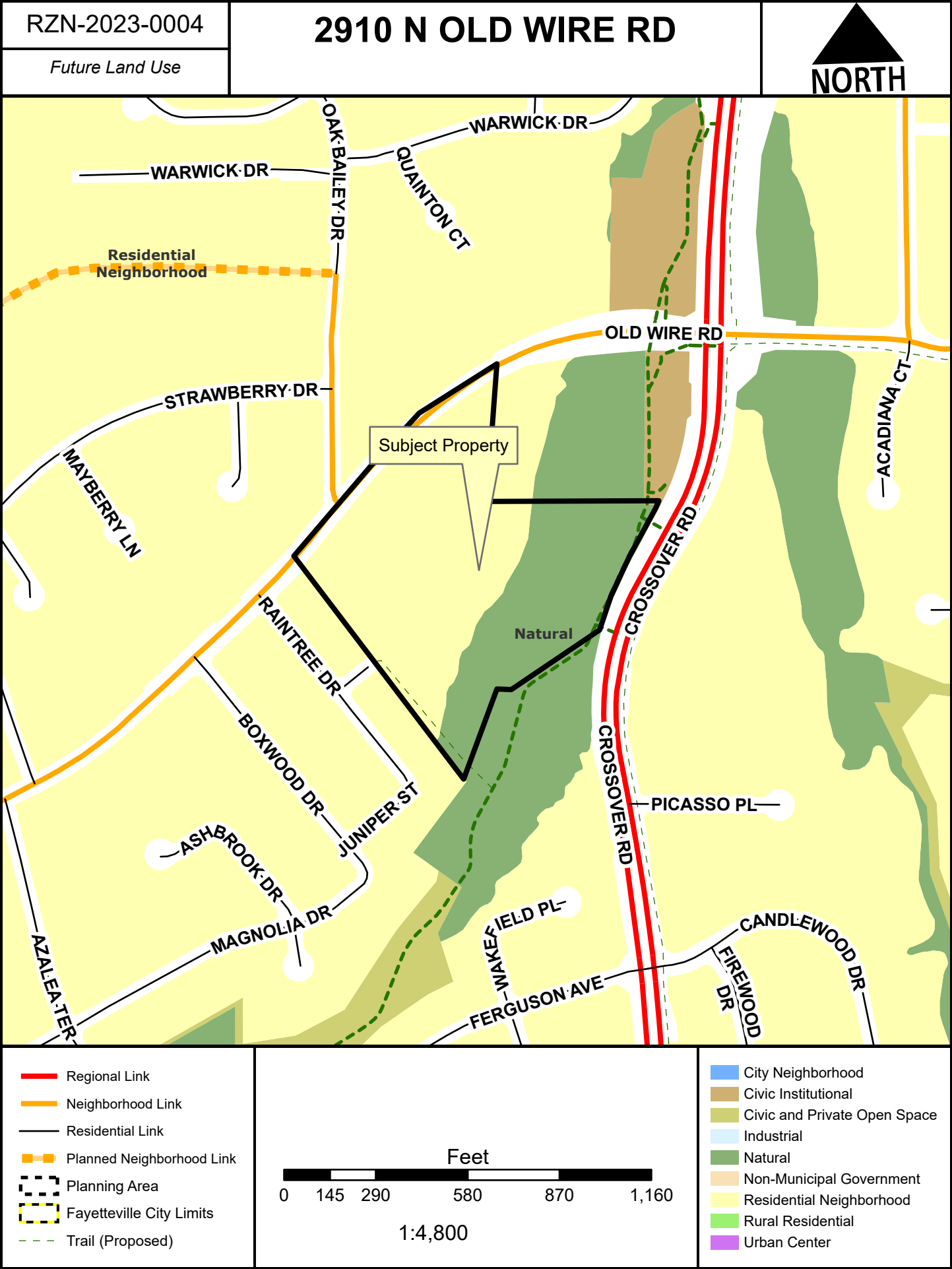
- Regional Link
- Neighborhood Link
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



## FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway







**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council  
**THRU:** Susan Norton, Chief of Staff  
**FROM:** Yolanda Fields, Comm. Resources Dir./Equity Off.  
**DATE:** March 21, 2023  
**SUBJECT:** Mayor's signature on a letter of participation to accept a HUD HOME grant in the amount of \$512,642 and approval of a Budget Adjustment

---

**RECOMMENDATION:**

Staff recommends approval to accept a grant in the amount of \$512,642.00 from the US Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships Program, approval of a City match in the amount of \$237,358.00 (for a total of \$750,000.00), approval for the Mayor to sign a letter of participation, and approval of a budget adjustment.

**BACKGROUND:**

The HOME Investment Partnerships Program is a federal block grant program that provides funding to states and localities to be used exclusively for affordable housing activities to benefit low-income households. Funds for HOME are appropriated annually to the Department of Housing and Urban Development (HUD), which in turn distributes funding to states and certain localities by formula. States and localities that receive HOME funds are known as participating jurisdictions. HUD requires a participation threshold for first time participating jurisdictions of \$750,000. City of Fayetteville's 2023 HUD/HOME allocation amount is \$512,642.00, therefore the required first year participation amount is \$237,358.00.

**DISCUSSION:**

HUD has determined, based on the HOME formula allocation process, that the city qualifies as a participating jurisdiction for the HOME program for the first time. Because the allocation does not meet the \$750,000 participation threshold for first-time participating jurisdictions, approval for the program participation amount of \$237,258.00 must be submitted. This will enable the city as a participation jurisdiction to receive the HOME funding annually moving forward.

**BUDGET/STAFF IMPACT:**

This BA will recognize the HOME funding revenue amount of \$512,642 and move \$237,358 into the Community Development Fund from the General Fund for the City match.

**ATTACHMENTS:** 2023-606 SRF HUD HOME Grant, 2023-606 BA HUD HOME Grant, 2023-606 Letter of Participation, 2023-606 FY23 CPD Formula Letter



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-606**

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**Mayor's signature on a letter of participation to accept a HUD HOME grant in the amount of \$512,642 and approval of a Budget Adjustment**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$512,642.00 FOR THE HOME INVESTMENT PARTNERSHIPS PROGRAM, TO APPROVE A CITY MATCH IN THE AMOUNT OF \$237,358.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to accept a grant from the U.S. Department of Housing and Urban Development in the amount of \$512,642.00 for the HOME Investment Partnerships Program, and further authorizes the Mayor to sign a letter of participation and any other documents necessary to accept the grant and receive the grant funds.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the use of City matching funds in the amount of \$237,358.00.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

# City of Fayetteville Staff Review Form

**2023-606**

**Item ID**

**4/4/2023**

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

Yolanda Fields

3/21/2023

COMMUNITY RESOURCES (642)

**Submitted By**

**Submitted Date**

**Division / Department**

## Action Recommendation:

Staff recommends approval to accept a grant in the amount of \$512,642.00 from the US Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships Program, approval of a City match in the amount of \$237,358.00 (for a total of \$750,000.00), approval for the Mayor to sign a letter of participation, and approval of a budget adjustment.

## Budget Impact:

2180.642.4920-4340.00

Community Development

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ 237,358.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 987,358.00

Remaining Budget

\$ 750,000.00

V20221130

Purchase Order Number: \_\_\_\_\_

Previous Ordinance or Resolution # \_\_\_\_\_

Change Order Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Comments:



# City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

|                                |                                                                                         |                          |
|--------------------------------|-----------------------------------------------------------------------------------------|--------------------------|
| <b>Budget Year</b><br><br>2023 | <b>Division /Org2</b> COMMUNITY RESOURCES (642)<br><br><b>Requestor:</b> Yolanda Fields | <b>Adjustment Number</b> |
|--------------------------------|-----------------------------------------------------------------------------------------|--------------------------|

## BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval to accept a grant in the amount of \$512,642.00 from the US Department of Housing and Urban Development (HUD) for the HOME Investment Partnerships Program, approval of a City match in the amount of \$237,358.00 (for a total of \$750,000.00) and approval of a budget adjustment.

|                      |                          |                           |
|----------------------|--------------------------|---------------------------|
| RESOLUTION/ORDINANCE | COUNCIL DATE:            | 3/21/2023                 |
|                      | ITEM ID#:                | 2023-606                  |
|                      | <i>Holly Black</i>       |                           |
|                      | <i>3/20/2023 3:42 PM</i> |                           |
|                      | Budget Division          | Date                      |
|                      | TYPE:                    | <b>D - (City Council)</b> |
|                      | JOURNAL #:               |                           |
|                      | GLDATE:                  |                           |
|                      | CHKD/POSTED:             | /                         |

|                       |                       |         |              |          |    |                                         |           |
|-----------------------|-----------------------|---------|--------------|----------|----|-----------------------------------------|-----------|
| TOTAL                 | 987,358               | 987,358 |              |          |    |                                         | v.2023223 |
|                       | Increase / (Decrease) |         | Project.Sub# |          |    |                                         |           |
| Account Number        | Expense               | Revenue | Project      | Sub.Detl | AT | Account Name                            |           |
| 2180.642.4920-4340.00 | -                     | 512,642 |              |          | RE | HUD HOME Investment Partnership Grant   |           |
| 2180.642.4920-5315.00 | 512,642               | -       |              |          | EX | Contract Services                       |           |
|                       | -                     | -       |              |          |    |                                         |           |
| 2180.642.4920-6602.01 | -                     | 237,358 |              |          | RE | Transfer from Fund - General            |           |
| 2180.642.4920-5315.00 | 237,358               | -       |              |          | EX | Contract Services                       |           |
| 1010.090.6600-7602.18 | 237,358               | -       | 57039        | 2301     | EX | Transfers To Funds - Community Developm |           |
| 1010.001.0001-4999.99 | -                     | 237,358 |              |          | RE | Use Fund Balance - Current              |           |
|                       | -                     | -       |              |          |    |                                         |           |
|                       | -                     | -       |              |          |    |                                         |           |
|                       | -                     | -       |              |          |    |                                         |           |
|                       | -                     | -       |              |          |    |                                         |           |
|                       | -                     | -       |              |          |    |                                         |           |
|                       | -                     | -       |              |          |    |                                         |           |
|                       | -                     | -       |              |          |    |                                         |           |
|                       | -                     | -       |              |          |    |                                         |           |

Mr. David Blick  
U.S. Dept. of Housing & Urban Development  
Little Rock Field Office  
425 W Capitol, Suite 1000  
Little Rock, AR 72201

Dear Mr. Blick:

Please consider this correspondence as our notification that we will be able to administer HOME funding as a participating jurisdiction. As a first year participating jurisdiction, the resolution approving the funding required to meet the participation threshold for FY 2023 HOME funds in the amount of \$237,358.00 is enclosed. We would also like to take the opportunity to let you know that we appreciate our current funding partnership on the HUD CDBG and CoC SNAPS programs. These programs provide needed assistance to our community members experiencing challenges.

Sincerely,

Lioneld Jordan  
Mayor



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY  
FOR COMMUNITY PLANNING AND DEVELOPMENT

March 9, 2023

The Honorable Lioneld Jordan  
Mayor of Fayetteville  
113 West Mountain  
Fayetteville, AR 72701

Dear Mayor Jordan:

Congratulations! I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs. Your jurisdiction's FY 2023 available amounts are as follows:

| <b>CPD Programs:</b>                                | <b>Amount</b> |
|-----------------------------------------------------|---------------|
| Community Development Block Grant (CDBG)            | \$764,542     |
| Emergency Solutions Grant (ESG)                     | \$0           |
| HOME Investment Partnerships (HOME)                 | \$512,642     |
| Housing Opportunities for Persons With AIDS (HOPWA) | \$0           |
| CDBG Recovery Housing Program (RHP)                 | \$0           |

These grant funds provide the financial tools to support individuals, families, and communities to address homelessness, affordable housing challenges, aging infrastructure, and economic hardships. CPD is committed to being your partner throughout the process of using these funds. Our local office will assist in finalizing grant agreements, offer technical assistance and training when needed, and monitor and implement grant funds for eligible projects in a timely manner. We will work with you to ensure proper reporting in the Integrated Disbursement and Information System (IDIS) so we can together improve performance data on how these programs are benefitting and touching people's lives, build trust with stakeholder groups and Congress, and amplify the success stories that you and your jurisdiction are able to accomplish with these vital resources.

Based on your jurisdiction's CDBG allocation for this year and outstanding Section 108 balances as of February 27, 2023, you also have \$3,822,710 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in your jurisdiction.

Your HOME formula allocation amount indicates that you may qualify as a participating jurisdiction for the HOME Program for the first time. In order to begin the qualification process, you must notify your local HUD Field Office in writing of your intention to become a participating jurisdiction not later than 30 days after receiving this letter. Because your allocation does not meet the \$750,000 participation threshold for first time participating jurisdictions, your notice of intent must include information about how you will meet the participation threshold for FY 2023 HOME funds. This must include either authorization from the State to transfer a portion of its HOME allocation to your jurisdiction to meet the participation threshold; a letter from the governor or designee indicating that the required funds to meet the participation threshold have been approved and budgeted for the jurisdiction; or a letter from the chief executive officer of the jurisdiction indicating that the required funds to meet the participation threshold have been approved and budgeted. Failure to notify HUD within 30 days and to include the required information about how you will meet the participation threshold in the first year of qualification, will disqualify you from becoming a participating jurisdiction for FY 2023 HOME funds.

Thank you for your continued interest in CPD programs, I greatly appreciate your leadership in using these funds to address your most urgent housing and community development needs, including preventing and reducing homelessness. If you or any member of your staff have questions, please contact your local CPD Field Director.

Sincerely,



Marion Mollegen McFadden  
Principal Deputy Assistant Secretary  
for Community Planning and Development



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council

**THRU:** Susan Norton, Chief of Staff  
Jonathan Curth, Development Services Director  
Jessica Masters, Development Review Manager

**FROM:** Gretchen Harrison, Planner

**DATE:** March 14, 2023

**SUBJECT:** **RZN-2023-0006: Rezoning (920 S. WOOD AVE./MAHONEY, 563): Submitted by BAJA OZARKS, LLC for property located at 920 S. WOOD AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.48 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

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**RECOMMENDATION:**

City staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

**BACKGROUND:**

The subject property is in south Fayetteville on the east side of Wood Avenue about 300 feet north of the street's intersection with McClinton Street. The property contains one parcel totaling 0.48 acres and is currently developed with one single-family dwelling which Washington County records indicate was built in 1956. The property lies within the Walker Park Neighborhood Master Plan area and received its current zoning designation of NC, Neighborhood Conservation, as a result of that plan in 2008.

*Request:* The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

*Public Comment:* Staff has not received any public comment regarding this request.

*Land Use Compatibility:* Staff finds the proposed zoning of RI-U, Residential Intermediate-Urban, to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form and density. When compared to the property's current zoning designation of NC, Neighborhood Conservation, RI-U would allow for a greater variety of residential uses and densities by right. While NC allows single-family dwellings at a density of 10 units per acre, RI-U would allow single- to four-family dwellings with no stated density limitation. Since the subject property is directly adjacent to single-family dwellings, duplexes, and a multi-family dwelling, the land uses allowed by right in RI-U would be directly compatible with the surrounding area. Uses allowed conditionally in RI-U, including cultural and recreational facilities, limited businesses, and multi-family dwellings, may also be suitable on this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility.

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)

*Land Use Plan Analysis:* Staff finds that the proposed zoning is consistent with the property's Future Land Use map designation as a Residential Neighborhood area. The RI-U zoning district would allow for a mixture of residential densities in an urban form. If the property were to be redeveloped or subdivided, staff finds that RI-U could encourage an environment that is appealing to pedestrians by requiring buildings to be located close to the street and by reducing the visual impact of parking areas. The property has a relatively high weighted infill score of 7, indicating that it is likely a suitable location for infill. Since hydric soils are present on site, more information will be needed at the time of development proposal to determine whether wetlands are present. Regarding City Plan 2040, staff finds that a rezoning to RI-U could support Goals 1 and 3 by encouraging appropriate infill in an area that is highly walkable and near transit routes. With regard to the Walker Park Neighborhood Master Plan, a rezoning to RI-U could support the guiding principle of balancing uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable development pattern than conventional subdivisions. Also, the variety of housing types permitted in RI-U would enable residents to remain in the Walker Park neighborhood as their housing needs change.

*City Plan 2040 Infill Matrix:* City Plan 2040's Infill Matrix indicates a score of 7 for this site. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #3, 1050 S. Happy Hollow Rd.)
- Near Sewer Main (six-inch main, S. Wood Ave.)
- Near Water Main (12-inch main, S. Wood Ave.)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (E. MLK Jr. Blvd., E. 15<sup>th</sup> St.)
- Near ORT Bus Stop (Route 20)
- Within Walker Park Master Plan Area

#### **DISCUSSION:**

At the March 13, 2023 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Winston made the motion and Commissioner Canada seconded. Commissioner Madden expressed concerns about spot zoning properties from NC to RI-U in the Walker Park neighborhood and stated that the neighborhood plan may need to be updated. Commissioners otherwise found the requested rezoning to be appropriate and offered little comment on the item. No members of the public spoke at the meeting.

#### **BUDGET/STAFF IMPACT:**

N/A

**ATTACHMENTS:** SRF, Exhibit A, Exhibit B, Planning Commission Staff Report, Legal Memo - Spot Zoning

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)



# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-548**

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**RZN-2023-0006: Rezoning (920 S. WOOD AVE./MAHONEY, 563): Submitted by BAJA OZARKS, LLC for property located at 920 S. WOOD AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.48 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-006 LOCATED AT 920 SOUTH WOOD AVENUE IN WARD 1 FOR APPROXIMATELY 0.48 ACRES FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2023-548

Item ID

4/4/2023

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

Jonathan Curth

3/17/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0006: Rezoning (920 S. WOOD AVE./MAHONEY, 563): Submitted by BAJA OZARKS, LLC for property located at 920 S. WOOD AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.48 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:





— Unclassified

— Residential Link

⋯ Planning Area

⌚ Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

| Zone | Current | Proposed             |
|------|---------|----------------------|
| NC   | 0.48 ac | 0.00 ac              |
| RI-U | 0.00 ac | 0.48 ac              |
|      |         | <b>Total 0.48 ac</b> |

SURVEY DESCRIPTION

A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-TWO (22), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT, SAID POINT FORMERLY OCCUPIED WITH A MAGNETIC NAIL; THENCE S02°37'27"W 713.54 FEET (DEED=711 FEET) ALONG THE WEST LINE OF SAID 40 ACRE TRACT TO THE TRUE POINT OF BEGINNING, SAID POINT BEIN IN WOOD AVENUE AND FROM WHICH AN EXISTING REFERENCE IRON BEARS S87°10'05"E 19.79 FEET; THENCE LEAVING THE WEST LINE OF SAID 40 ACRE TRACT, S87°10'05"E 209.80 FEET TO AN EXISTING IRON REBAR; THENCE S02°23'59"W 100.25 FEET TO AN EXISTING 1" OPEN TOP PIPE; THENCE N87°16'35"W 210.19 FEET TO A POINT ON THE WEST LINE OF SAID 40 ACRE TRACT, SAID POINT BEING IN WOOD AVENUE AND FROM WHICH AN EXISTING 1" OPEN TOP PIPE BEARS S87°16'35"E 20.72 FEET; THENCE N02°37'27"E 100.65 FEET ALONG THE WEST LINE OF SAID 40 ACRE TRACT TO THE POINT OF BEGINNING, CONTAINING 0.48 ACRES, MORE OR LESS.



**TO:** Fayetteville Planning Commission

**THRU:** Jessie Masters, Development Review Manager

**FROM:** Gretchen Harrison, Planner

**MEETING DATE:** March 13, 2023 (Updated with results)

**SUBJECT:** **RZN-2023-0006: Rezone (920 S. WOOD AVE./MAHONEY, 563):**  
Submitted by BAJA OZARKS, LLC for property located at 920 S. WOOD AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.48 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

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**RECOMMENDATION:**

Staff recommends forwarding **RZN-2023-0006** to City Council with a recommendation of approval based on the findings herein.

**RECOMMENDED MOTION:**

*"I move to forward **RZN-2023-0006** to City Council with a recommendation of approval."*

**BACKGROUND:**

The subject property is in south Fayetteville on the east side of Wood Avenue about 300 feet north of the street's intersection with McClinton Street. The property contains one parcel totaling 0.48 acres and is currently developed with one single-family dwelling which Washington County records indicate was built in 1956. The property lies within the Walker Park Neighborhood Master Plan area and received its current zoning designation of NC, Neighborhood Conservation, as a result of that plan in 2008. Surrounding land uses and zoning are listed in *Table 1*.

**Table 1:**  
**Surrounding Land Uses and Zoning**

| Direction | Land Use                           | Zoning                                              |
|-----------|------------------------------------|-----------------------------------------------------|
| North     | Multi-Family Residential           | RMF-18, Residential Multi-Family, 18 Units per Acre |
| South     | Single-Family Residential          | NC, Neighborhood Conservation                       |
| East      | Single-Family Residential          | NC, Neighborhood Conservation                       |
| West      | Single- and Two-Family Residential | NC, Neighborhood Conservation                       |

*Request:* The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

*Public Comment:* Staff has not received any public comment regarding this request.

**INFRASTRUCTURE:**

**Streets:** The subject property has frontage along Wood Avenue, a partially-improved Residential Link street with asphalt paving and open ditches. Any street

improvements required in this area would be determined at the time of development proposal.

**Water:** Public water is available to the subject property. An existing 12-inch water main is present along the east side of Wood Avenue.

**Sewer:** Sanitary sewer is available to the subject property. An existing six-inch sewer main is present on the west side of Wood Avenue.

**Drainage:** No portion of the property lies within the Hillside-Hilltop Overlay District or a FEMA-designated floodplain and no protected streams are present. However, the property is largely encumbered by hydric soils. Hydric soils are known indicators of wetlands, though for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. Any additional improvements or requirements for drainage will be determined at the time of development.

**Fire:** Station 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 1.4 miles from the fire station with an anticipated drive time of approximately three minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

**Police:** The Police Department did not comment on this request.

**Tree Preservation:**

The proposed zoning district of RI-U, Residential Intermediate-Urban requires **15% minimum canopy preservation**. The current zoning district of NC, Neighborhood Conservation, requires **20% minimum canopy preservation**.

**CITY PLAN 2040 FUTURE LAND USE PLAN:** City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area. The property is also located within the **Walker Park Neighborhood Master Plan** area.

**Residential Neighborhood** areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing

conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 7 for this site with a weighted score of 8. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #3, 1050 S. Happy Hollow Rd.)
- Near Sewer Main (six-inch main, S. Wood Ave.)
- Near Water Main (12-inch main, S. Wood Ave.)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (E. MLK Jr. Blvd., E. 15<sup>th</sup> St.)
- Near ORT Bus Stop (Route 20)
- Within Walker Park Master Plan Area

#### FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

**Finding:** ***Land Use Compatibility:*** Staff finds the proposed zoning of RI-U, Residential Intermediate-Urban, to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form and density. When compared to the property's current zoning designation of NC, Neighborhood Conservation, RI-U would allow for a greater variety of residential uses and densities by right. While NC allows single-family dwellings at a density of 10 units per acre, RI-U would allow single- to four-family dwellings with no stated density limitation. Since the subject property is directly adjacent to single-family dwellings, duplexes, and a multi-family dwelling, the land uses allowed by right in RI-U would be directly compatible with the surrounding area. Uses allowed conditionally in RI-U, including cultural and recreational facilities, limited businesses, and multi-family dwellings, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility.

***Land Use Plan Analysis:*** Staff finds that the proposed zoning is consistent with the property's Future Land Use map designation as a Residential Neighborhood area. The RI-U zoning district would allow for a mixture of residential densities in an urban form. If the property were to be redeveloped or subdivided, staff finds that RI-U could encourage an environment that is appealing to pedestrians by requiring buildings to be located close to the street and by reducing the visual impact of parking areas. The property has a relatively high weighted infill score of 8, indicating that it is likely a suitable location for infill. Since hydric soils are present on site, more information

will be needed at the time of development proposal to determine whether wetlands are present. Regarding City Plan 2040, staff finds that a rezoning to RI-U could support Goals 1 and 3 by encouraging appropriate infill in an area that is highly walkable and near transit routes. With regard to the Walker Park Neighborhood Master Plan, a rezoning to RI-U could support the guiding principle of balancing uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable development pattern than conventional subdivisions. Also, the variety of housing types permitted in RI-U would enable residents to remain in the Walker Park neighborhood as their housing needs change.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** Staff finds that the proposed rezoning from NC to RI-U is justified. Rezoning to RI-U would allow for housing types and densities that are comparable to the existing development pattern in the area and consistent with the City's planning policies and objectives.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** Staff finds that rezoning the property to RI-U has the potential to increase traffic along Wood Avenue. However, the size of the property will naturally limit the scale of any future development and thus reduce any possible impacts on traffic danger or congestion. Any street improvements required in this area would be determined at the time of development proposal.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** Rezoning the property from NC to RI-U has the potential to increase population density when considering there is no density limitation associated with the RI-U zoning district. However, staff finds that a rezoning is not likely to undesirably increase the load on public services. The property is near existing water and sanitary sewer infrastructure and is close to other public services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
  - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
  - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed

zoning is not desirable.

Finding: N/A

**RECOMMENDATION:** Planning staff recommends forwarding RZN-2023-0006 to the City Council with a recommendation of approval.

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|                                    |                                   |                                               |                                 |          |            |
|------------------------------------|-----------------------------------|-----------------------------------------------|---------------------------------|----------|------------|
| <b>PLANNING COMMISSION ACTION:</b> |                                   |                                               |                                 | Required | <u>YES</u> |
| Date: <u>March 13, 2023</u>        | <input type="checkbox"/> Tabled   | <input checked="" type="checkbox"/> Forwarded | <input type="checkbox"/> Denied |          |            |
| Motion: Winston                    | with a recommendation of approval |                                               |                                 |          |            |
| Second: Canada                     |                                   |                                               |                                 |          |            |
| Vote: 9-0-0                        |                                   |                                               |                                 |          |            |

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**BUDGET/STAFF IMPACT:**

None

**ATTACHMENTS:**

- Unified Development Code:
  - §161.12 – District RI-U, Residential Intermediate - Urban
  - §161.29 – Neighborhood Conservation
- Request Letter
- Walker Park Neighborhood Illustrative Plan
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

## 161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                                         |
|---------|-----------------------------------------|
| Unit 1  | City-wide uses by right                 |
| Unit 8  | Single-family dwellings                 |
| Unit 9  | Two (2) family dwellings                |
| Unit 10 | Three (3) and four (4) family dwellings |
| Unit 41 | Accessory dwellings                     |
| Unit 44 | Cluster housing development             |
| Unit 46 | Short-term rentals                      |

(2) *Conditional Uses.*

|          |                                          |
|----------|------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit |
| Unit 3   | Public protection and utility facilities |
| Unit 4   | Cultural and recreational facilities     |
| Unit 5   | Government facilities                    |
| Unit 12a | Limited business                         |
| Unit 24  | Home occupations                         |
| Unit 26  | Multi-family dwellings                   |
| Unit 36  | Wireless communications facilities       |

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

|                   |                      |
|-------------------|----------------------|
|                   | Dwelling (all types) |
| Lot width minimum | 18 feet              |
| Lot area minimum  | None                 |

(E) *Setback Requirements.*

| Front                                                                                                             | Side Other Uses | Side Single & Two (2) Family | Rear Other Uses | Rear, from centerline of an alley |
|-------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------|-----------------|-----------------------------------|
| A build-to zone that is located between the front property, line and a line 25 feet from the front property line. | None            | 5 feet                       | 5 feet          | 12 feet                           |

(F) *Building Height Regulations.*

|                         |                      |
|-------------------------|----------------------|
| Building height maximum | 2 stories/3 stories* |
|-------------------------|----------------------|

\* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945 , §5(Exh. A), 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)



## 161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                         |
|---------|-------------------------|
| Unit 1  | City-wide uses by right |
| Unit 8  | Single-family dwellings |
| Unit 41 | Accessory dwellings     |
| Unit 46 | Short-term rentals      |

(2) *Conditional Uses.*

|          |                                            |
|----------|--------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit   |
| Unit 3   | Public protection and utility facilities   |
| Unit 4   | Cultural and recreational facilities       |
| Unit 9   | Two (2) family dwellings                   |
| Unit 10  | Three (3) and four (4) family dwellings    |
| Unit 12a | Limited business*                          |
| Unit 24  | Home occupations                           |
| Unit 25  | Offices, studios, and related services     |
| Unit 28  | Center for collecting recyclable materials |
| Unit 36  | Wireless communication facilities          |
| Unit 44  | Cluster Housing Development                |

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

|                    |         |
|--------------------|---------|
| All dwelling types | 40 feet |
|--------------------|---------|

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

|                                    |                                                                                                                  |
|------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Front                              | A build-to zone that is located between the front property line and a line 25 feet from the front property line. |
| Side                               | 5 feet                                                                                                           |
| Rear                               | 5 feet                                                                                                           |
| Rear, from center line of an alley | 12 feet                                                                                                          |

(F) *Building Height Regulations.*

|                         |           |
|-------------------------|-----------|
| Building Height Maximum | 3 stories |
|-------------------------|-----------|

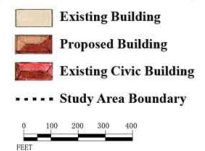
(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15>; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6211 , §1, 8-6-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

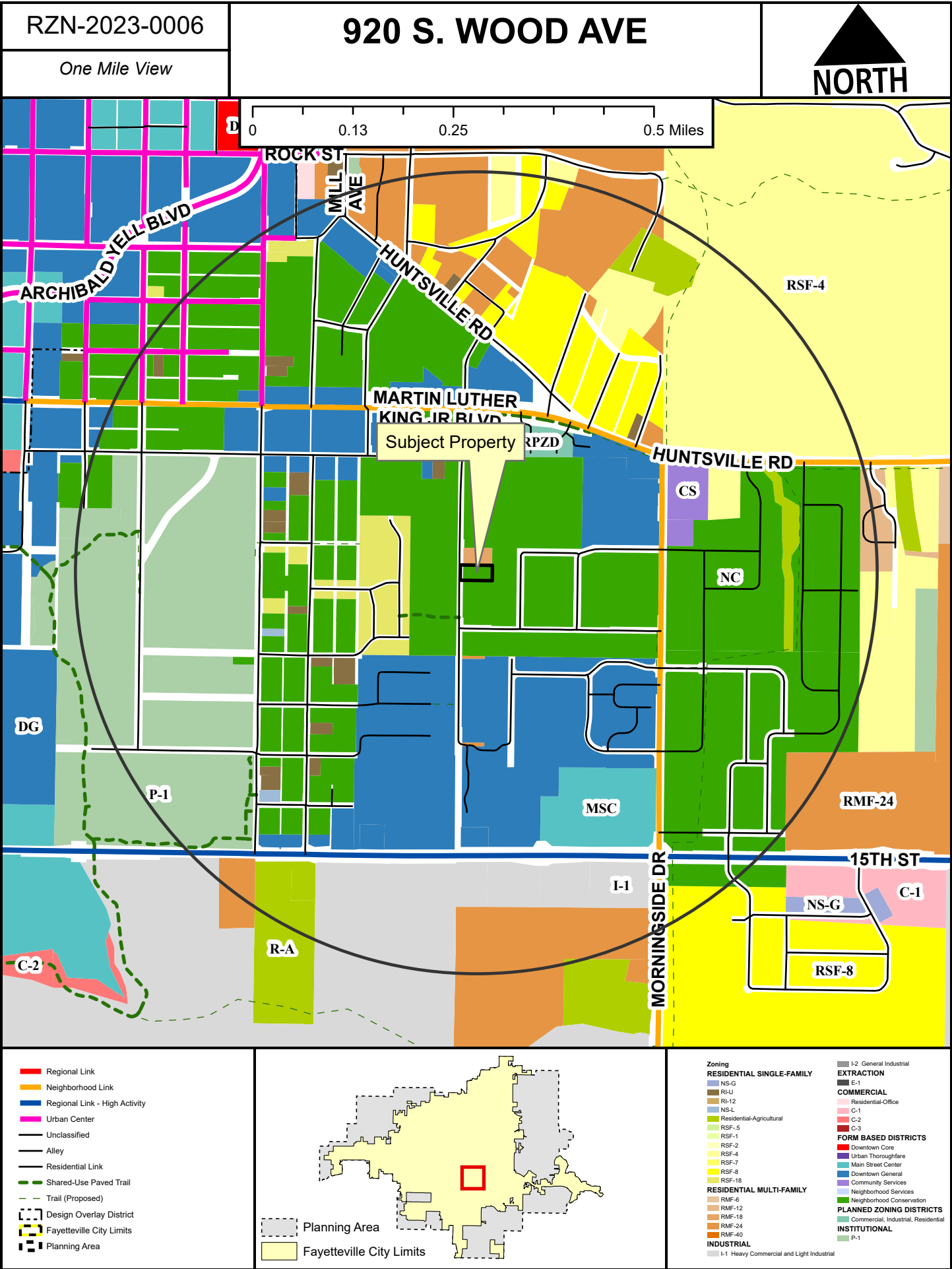
I would like to rezone this property to an RI-U zoning in order to split into 4 lots. Currently an old 504 sq ft home sits on 0.48 +/- acres. The home is tiny and is in need of major renovations. The best and highest use of this large lot that is a 20 minute walk to downtown and similar distance to grocery stores, dining and the public library would be to offer the opportunity to develop further into more housing opportunity. There is currently an 8 unit condominium building on the northside of the property and a single family residential rental home to the south. The property is in South Fayetteville one mile to the historic square and in an area where a mix of zoning exists offering multi family housing, condos, a smaller home neighborhood, row homes, and even some tiny homes to provide density to this downtown area. I do not think that allowing 4 smaller lots to be made from this almost half acre lot will change the fabric of this neighborhood as it is close proximity to very similar sized lots.

Subject Property

**WALKER PARK NEIGHBORHOOD  
ILLUSTRATIVE MASTER PLAN  
FAYETTEVILLE, ARKANSAS  
SEPTEMBER 2007**

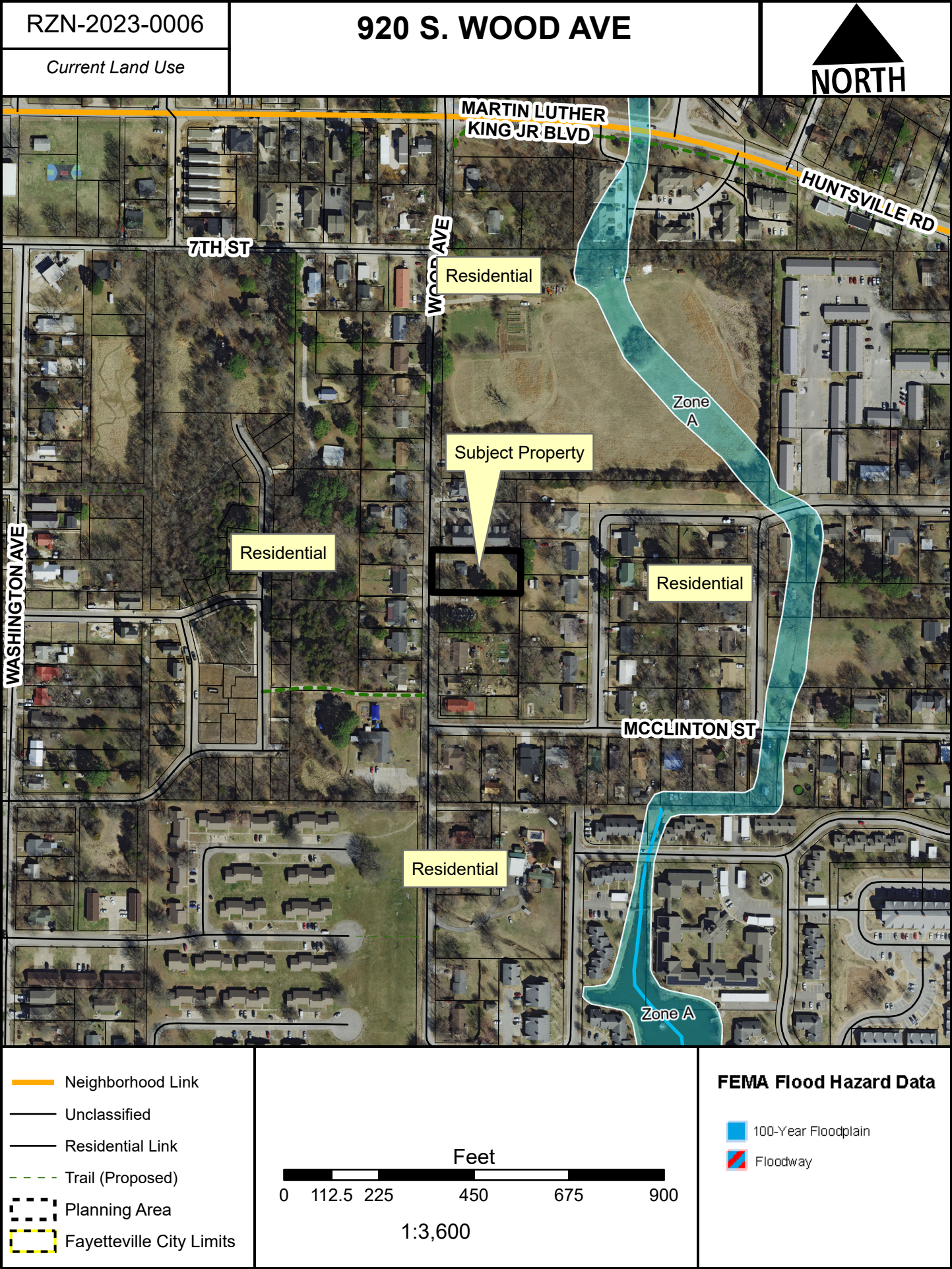




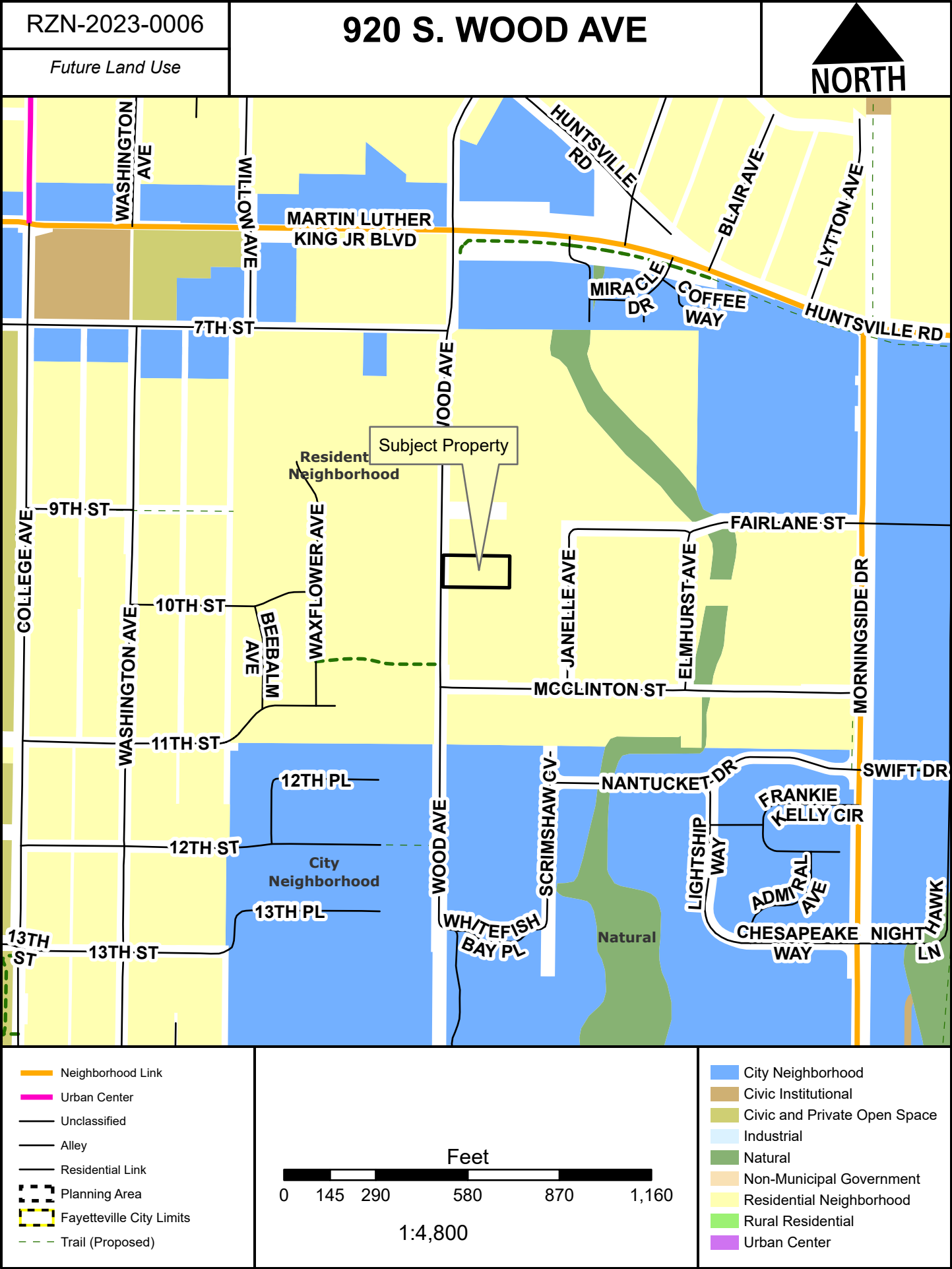














OFFICE OF THE  
CITY ATTORNEY

## DEPARTMENTAL CORRESPONDENCE



Kit Williams  
City Attorney

Blake Pennington  
Assistant City Attorney

Jodi Batker  
Paralegal

TO: **Planning Commission**

CC: **Jessie Masters**, Development Review Manager

FROM: **Blake Pennington**, Assistant City Attorney

DATE: **March 14, 2023**

RE: **Spot Zoning**

Spot zoning is an issue that arises in your discussions occasionally on rezoning applications. I want to make sure the Planning Commission's understanding of spot zoning aligns with how the Arkansas Supreme Court has defined it.

The Arkansas Supreme Court has recognized a city's "need to maintain consistent zoning area, and not to set a precedent of spot zoning." *Thomas Petroleum v. West Helena*, 310 Ark. 682, 839 S.W. 2d 523, 525 (1992). The *Thomas Petroleum* case considered a request to rezone residential property to highway-commercial for the purpose of constructing a convenience store and service station. Both the chancery court and the Supreme Court affirmed the West Helena City Council's denial of the rezoning because "the property was entirely surrounded by a residential area, and...the residents objected ...."

Spot zoning, by definition, is invalid because it amounts to an arbitrary, capricious and unreasonable treatment of a limited area within a particular district. As such, it departs from the comprehensive treatment or privileges not in harmony with the other use classifications in the area and without any apparent circumstances which call for different treatment. Spot zoning almost invariably involves a single parcel or at least a limited area.' R. Wright and S. Webber, *Land Use* (1978). *Riddell v. City of Brinkley*, 612 S.W. 2d 116, 117 (1981).

(S)pot zoning includes zoning one lot in a manner entirely different from the surrounding area .... *Smith v. City of Little Rock*, 279 Ark. 4, 648 S.W. 2d 454, 457 (1983).



## *Spot Zoning*

Questions of compatibility and spot zoning are related but can be different. As interpreted by the Arkansas Supreme Court, spot zoning relates to the incompatibility of uses. The general issue of compatibility can take into account more factors than just land use.

In way of example, say an applicant owns a parcel within a neighborhood that is zoned RSF-4. The applicant seeks to rezone the parcel to RI-U. I do not believe the courts would find this to be spot zoning because the uses in both RSF-4 and RI-U are residential in nature. The Planning Commission could recommend approval of the rezoning finding that the residential uses are compatible and that the rezoning aligns with the City's goals of infill, discouragement of suburban sprawl, and providing a variety of housing types. Conversely, the Planning Commission could deny the rezoning finding that, even though the residential uses are compatible, that is outweighed by the potential density, bulk and area regulations, and setbacks which could be incompatible with the surrounding RSF-4. It is my opinion that the Planning Commission could logically and legally arrive at either decision. If the City Council were to grant or deny the application for the same reasons, I do not believe any court would find that the decision was arbitrary or capricious.

In the rezoning forwarded by the Planning Commission with a recommendation of approval last night, a rezoning from NC to RI-U would certainly not be spot zoning.



**MEETING OF MARCH 28, 2023**

**TO:** Mayor Jordan and City Council

**THRU:** Susan Norton, Chief of Staff  
Jonathan Curth, Development Services Director  
Jessica Masters, Development Review Manager

**FROM:** Donna Wonsower, Planner

**DATE:** March 16, 2023

**SUBJECT:** **RZN-2023-0005: Rezoning (514 S WILLOW AVE./ COLLINS, 524): Submitted by ADAMS COLLINS for property located at 514 S. WILLOW AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.25 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

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**RECOMMENDATION:**

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

**BACKGROUND:**

The subject property is in south Fayetteville, roughly 150 feet north of the intersection of E. Martin Luther King Jr Blvd. and S. Willow Ave. The property is zoned NC, Neighborhood Conservation, totals approximately 0.25 acres, and is developed with a 720-square foot single-family structure, an existing non-conforming garage partially located on the adjacent property to the north, and an existing non-conforming shed partially located on the property to the east. No zoning overlays or special regulations apply to the site; however, it is within the Walker Park Neighborhood master plan area. The site is characterized by hydric soils along the western half and slopes over 15% across a portion of the rear yard.

*Request:* The request is to rezone the property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

*Public Comment:* Staff has not received any public comment on the proposed rezoning.

*Land Use Compatibility:* Staff finds the request to be compatible with the surrounding context. Residential uses and densities located near the subject property vary substantially. Neighboring properties are of a variety of sizes but generally follow a typical lot and block development pattern. The existing and proposed zoning districts have similar allowable uses, though RI-U has more uses allowed by right. Both the existing and proposed zoning designations are residential districts with urban form setbacks that are congruent with the existing pattern in the neighborhood. Since the subject property contains roughly 0.2 acres, a maximum of two units are permitted under current entitlements, where rezoning to RI-U would remove the density limitation. That said, any future development would be subject to, and limited by, minimum parking requirements, tree

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Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)

preservation, drainage, and access management standards. NC zoning allows two-family, three and four family, and cluster housing developments by conditional use where they are allowed by-right in RI-U. Rezoning to RI-U would reduce side and rear setbacks for non-single and two-family dwelling uses, increasing the buildable area on site. RI-U requires an 18-foot lot width minimum and no lot area minimum for residential uses. Conversely, both NC and RI-U include up to a three-story height limit.

*Land Use Plan Analysis:* Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning from NC to RI-U serves to contribute towards City Plan 2040 Goals #1- Appropriate Infill, #4- Growing a Livable Transportation Network, and #6- Create Opportunities for Attainable Housing. The site scores moderately on the Infill Scoring Matrix (see below). Because of the flexible zoning regulations associated with the RI-U district, rezoning may allow for redevelopment or added density near these services. The Future Land Use Map designates the site as a Residential Neighborhood Area – a designation which supports a wide variety of housing types of appropriate scale and context, including single-family, duplexes, rowhouses, multifamily and accessory dwelling units. NC allows only single-family or accessory dwellings by right, while RI-U is more consistent with future land use plan designation in allowing a wider variety. Increasing density is likely best facilitated on a site of this size due to the generous regulations in RI-U zoning and is justified given the property's proximity to adjacent public, commercial and other non-residential uses.

**CITY PLAN 2040 INFILL MATRIX:** City Plan 2040's Infill Matrix indicates a score of 7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (6" sewer main, S. Willow Av)
- Near Water Main (6" water main, S. Willow Ave.)
- Near City Park (Jefferson Park, Walker Park, Ralph "Buddy" Hayes Park)
- Near Paved Trail (E. Martin Luther King Jr. Blvd. Side Path Trail)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood)

## **DISCUSSION:**

At the March 13, 2023 Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Holcomb made the motion and Commissioner Brink seconded. Commissioner Madden expressed concern over whether the increasing number of rezoning requests within the Walker Park Neighborhood Plan area indicate a need to approach the neighborhood holistically rather than as individual zoning requests. The Commission acknowledged the age of the plan and the possibility of further discussion with long-range planning. Commissioners in favor of the rezoning found RI-U to be compatible with the existing NC zoning district and to allow for additional infill development. Commissioners noted the narrowness of the lot and the difficulty of splitting the parcel under current zoning, and staff confirmed that due to the small size of the lot and density constraints, only two units would be allowed in the existing NC zoning district even if a conditional use permit was granted for three- or four-family dwelling units. The Commission did not find the rezoning request to be an example of spot zoning. No members of the public spoke during the meeting.

## **BUDGET/STAFF IMPACT:**

NA

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## **ATTACHMENTS:** SRF, Exhibit A, Exhibit B, Planning Commission Staff Report , Legal Memo- Spot Zoning

Mailing address:

113 W. Mountain Street  
Fayetteville, AR 72701

[www.fayetteville-ar.gov](http://www.fayetteville-ar.gov)





# City of Fayetteville, Arkansas

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

## Legislation Text

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**File #: 2023-575**

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**RZN-2023-0005: Rezoning (514 S WILLOW AVE./ COLLINS, 524): Submitted by ADAMS COLLINS for property located at 514 S. WILLOW AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.25 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-005 LOCATED AT 514 SOUTH WILLOW AVENUE IN WARD 1 FOR APPROXIMATELY 0.25 ACRES FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

# City of Fayetteville Staff Review Form

**2023-575**

**Item ID**

**4/4/2023**

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

Jonathan Curth

3/17/2023

DEVELOPMENT REVIEW (630)

**Submitted By**

**Submitted Date**

**Division / Department**

## Action Recommendation:

RZN-2023-0005: Rezoning (514 S WILLOW AVE./ COLLINS, 524): Submitted by ADAMS COLLINS for property located at 514 S. WILLOW AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.25 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

## Budget Impact:

Account Number

Fund

Project Number

Project Title

**Budgeted Item?** No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

**Does item have a direct cost?** No

Item Cost

\$ -

**Is a Budget Adjustment attached?** No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

**Purchase Order Number:** \_\_\_\_\_

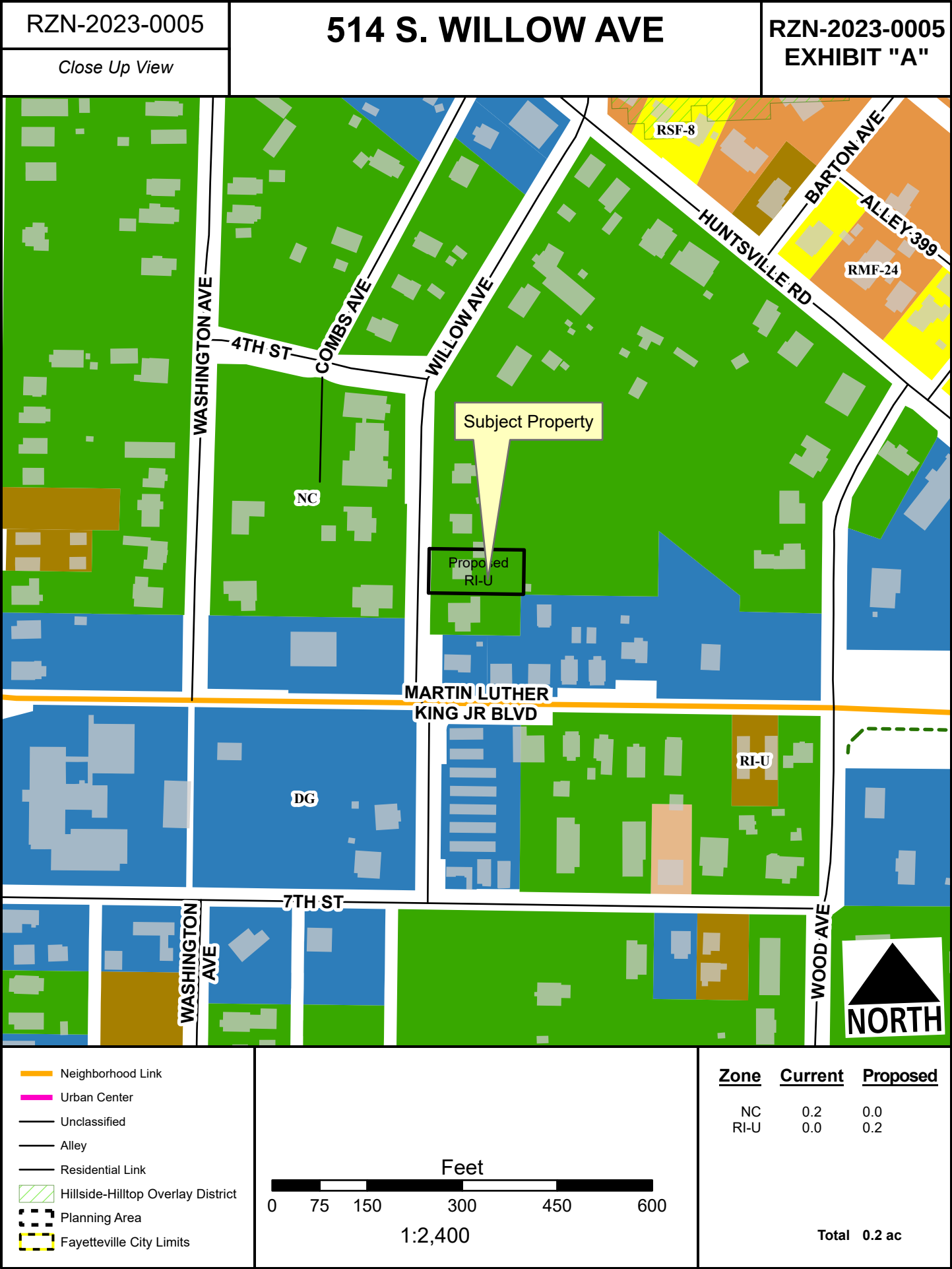
**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



Attachment for Rezoning Application for **514 S. Willow Ave.**  
Legal Description for **514 S. Willow Avenue**

PT LOT 45 SW (70/150) Further Described from 2013-33519 AS:

A part of the Southwest Quarter of the Southwest Quarter of Section Fifteen (15) Township Sixteen (16) North, Range Thirty (30) West described as follows:

Beginning at a point 473.5 feet West and 484.8 feet North of the Southeast corner of said 40 acre tract, and running thence West 150 feet: thence North 70 feet: thence East 150 feet: thence South 70 feet to the place of beginning, and being situated in the City of Fayetteville, County of Washington and State of Arkansas.





**TO:** Fayetteville Planning Commission

**THRU:** Jessie Masters, Development Review Manager

**FROM:** Donna Wonsower, Planner

**MEETING DATE:** March 13, 2023 **(Updated with results from Planning Commission)**

**SUBJECT:** **RZN-2023-0005: Rezoning (514 S WILLOW AVE./ COLLINS, 524):**  
Submitted by ADAMS COLLINS for property located at 514 S. WILLOW AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.25 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

**RECOMMENDATION:**

Staff recommends forwarding **RZN-2023-0005** to City Council with a recommendation of approval.

**RECOMMENDED MOTION:**

"I move to forward **RZN-2023-0005** to City Council with a recommendation of approval."

**BACKGROUND:**

The subject property is located in south Fayetteville, roughly 150 feet north of the intersection of E. Martin Luther King Jr Blvd. and S. Willow Ave. The property is zoned NC, Neighborhood Conservation, totals approximately 0.25 acres, and is developed with a 720-square foot single-family structure, an existing non-conforming garage partially located on the adjacent property to the north, and an existing non-conforming shed partially located on the property to the east. The applicant intends to remove the non-conforming structures. No zoning overlays or special regulations apply to the site however it is within the Walker Park Neighborhood master plan area. The site is characterized by hydric soils along the western half and a roughly 3:1 slope in the rear yard. Surrounding land uses and zoning is depicted in *Table 1*.

**Table 1**  
**Surrounding Land Use and Zoning**

| <b>Direction</b> | <b>Land Use</b>                         | <b>Zoning</b>                 |
|------------------|-----------------------------------------|-------------------------------|
| North            | Single-Family Residential               | NC, Neighborhood Conservation |
| South            | Single-Family Residential               | NC, Neighborhood Conservation |
| East             | Undeveloped                             | NC, Neighborhood Conservation |
| West             | Single-Family Residential / Undeveloped | NC, Neighborhood Conservation |

**Request:** The request is to rezone the property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

**Public Comment:** Staff has not received any public comment on the request.

## INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

**Streets:** The subject area has frontage along the west side of S. Willow Ave. S. Willow Ave. is a partially improved Residential Link Street with asphalt paving, sidewalks on the east side of the street and curb and gutter. Any street improvements required in these areas would be determined at the time of development proposal.

**Water:** Public water is available to the subject area. Existing 6-inch water main is present on the West side of South Willow Avenue.

**Sewer:** Sanitary Sewer is available to the Subject area. Existing 6-inch sewer main is present in the center of South Willow Avenue.

**Fire:** Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.9 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

**Police:** The Police Department expressed no concerns with this request.

**Drainage:** No portion of the property lies within the Hillside-Hilltop Overlay District or within a FEMA floodplain. There are no protected streams present in the subject area.

There are hydric soils present on the site. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. Any additional improvements or requirements for drainage will be determined at time of development.

### **Tree Preservation:**

The proposed zoning district of RI-U, Residential Intermediate-Urban requires **15% minimum canopy preservation**. The current zoning district of NC, Neighborhood Conservation requires **20% minimum canopy preservation**.

**CITY PLAN 2040 FUTURE LAND USE PLAN:** City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as a **Residential Neighborhood**.

**Residential Neighborhood Areas** are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 7 for this site, with a weighted score of 8 at the highest. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (6" sewer main, S. Willow Av)
- Near Water Main (6" water main, S. Willow Ave.)
- Near City Park (Jefferson Park, Walker Park, Ralph "Buddy" Hayes Park)
- Near Paved Trail (E. Martin Luther King Jr. Blvd. Side Path Trail)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood)

#### FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

**Finding:** ***Land Use Compatibility:*** Staff finds the request to be compatible with the surrounding context. Residential uses and densities located near the subject property vary substantially. Neighboring properties are of a variety of sizes but generally follow a typical lot and block development pattern. The existing and proposed zoning districts have similar allowable uses, though RI-U has more uses allowed by right. Both the existing and proposed zoning designations are residential districts with urban form setbacks that are congruent with the existing pattern in the neighborhood. When compared to NC, rezoning to RI-U will not affect the buildable area of the lot for single and two-family uses but would increase the permitted buildable area by 5% of the lot's overall area for other uses. Since the subject property contains roughly 0.2 acres, a maximum of two units are permitted under current entitlements, where rezoning to RI-U would remove the density limitation. That said, any future development would be subject to, and limited by, minimum parking requirements, tree preservation, drainage, and access management standards. NC zoning allows two-family, three and four family, and cluster housing developments by conditional use where they are allowed by-right in RI-U. Rezoning to RI-U would reduce side and rear setbacks for non-single and two-family dwelling uses, increasing the buildable area on site. RI-U requires an 18-foot lot width minimum and no lot area minimum for residential uses. Conversely, both NC and RI-U include up to a three-story height limit.

**Land Use Plan Analysis:** Staff finds the proposal is consistent with the goals in City Plan 2040 and the future land use designation for this location. Rezoning from NC to RI-U serves to contribute towards City Plan 2040 Goals #1- Appropriate Infill, #4- Growing a Livable Transportation Network, and #6- Create Opportunities for Attainable Housing. The site scores moderately on the Infill Scoring Matrix due to water/sewer access, proximity to multiple city parks and trails, and access to a nearby ORT bus stop. Because of the flexible zoning regulations associated with the RI-U district, rezoning may allow for redevelopment or added density near these services. Additionally, where only single-family or accessory dwellings are allowed by right in NC, RI-U encourages more appropriately scaled density in relation to the existing neighborhood. The Future Land Use Map designates the site as a Residential Neighborhood Area – a designation which supports support a wide variety of housing types of appropriate scale and context including single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Increasing density is likely best facilitated on a site of this size due to the generous regulations in RI-U zoning and it is justified given the property’s proximity to commercial and non-residential uses in downtown Fayetteville.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** Staff finds that a rezoning to RI-U is justified. The RI-U zoning regulations often facilitate development on smaller sites. Rezoning may be less restrictive in allowing the property to develop under proportional regulations. Because rezoning will better support infill redevelopment on the property, staff finds the proposed zoning to be consistent with the City’s future land use goals and therefore needed at this time.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** Rezoning to RI-U has an associated potential to increase traffic at this location. NC currently limits density to 10 units per acre, whereas RI-U does not have a set density requirement. Staff finds, though, the potential to increase the number of residential units is marginal given the size of the lot and unlikely to result in increased traffic danger or congestion. The subject property has access to S. Willow Ave., an improved Residential Link. Future development would be required to meet the City’s applicable access management and parking standards.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** Rezoning the property to RI-U may increase the load on public services, but the impact is not expected to be detrimental. The size of the property and access to existing water and sewer infrastructure means future development will likely avoid the need for costly extensions to services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
  - There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

**Finding:** N/A

**RECOMMENDATION:** Planning staff recommends approval of RZN-2023-0005.

|                                                        |                                 |                                               |                                 |
|--------------------------------------------------------|---------------------------------|-----------------------------------------------|---------------------------------|
| <b>PLANNING COMMISSION ACTION:</b> Required <u>YES</u> |                                 |                                               |                                 |
| <b>Date:</b> <u>March 13, 2023</u>                     | <input type="checkbox"/> Tabled | <input checked="" type="checkbox"/> Forwarded | <input type="checkbox"/> Denied |
| <b>Motion:</b> HOLCOMB                                 | Recommendation of Approval      |                                               |                                 |
| <b>Second:</b> BRINK                                   |                                 |                                               |                                 |
| <b>Vote:</b> 9-0-0                                     |                                 |                                               |                                 |

**BUDGET/STAFF IMPACT:**

None

**Attachments:**

- Unified Development Code:
  - §161.12 District RI-U, Residential Intermediate – Urban
  - §161.29 District NC, Neighborhood Conservation
- Applicant Request Letter
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Public Comment

## 161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                                         |
|---------|-----------------------------------------|
| Unit 1  | City-wide uses by right                 |
| Unit 8  | Single-family dwellings                 |
| Unit 9  | Two (2) family dwellings                |
| Unit 10 | Three (3) and four (4) family dwellings |
| Unit 41 | Accessory dwellings                     |
| Unit 44 | Cluster housing development             |
| Unit 46 | Short-term rentals                      |

(2) *Conditional Uses.*

|          |                                          |
|----------|------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit |
| Unit 3   | Public protection and utility facilities |
| Unit 4   | Cultural and recreational facilities     |
| Unit 5   | Government facilities                    |
| Unit 12a | Limited business                         |
| Unit 24  | Home occupations                         |
| Unit 26  | Multi-family dwellings                   |
| Unit 36  | Wireless communications facilities       |

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

|                   |                         |
|-------------------|-------------------------|
|                   | Dwelling<br>(all types) |
| Lot width minimum | 18 feet                 |
| Lot area minimum  | None                    |

(E) *Setback Requirements.*

| Front                                                                                                             | Side Other<br>Uses | Side Single<br>& Two (2)<br>Family | Rear Other<br>Uses | Rear, from<br>centerline of<br>an alley |
|-------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------|--------------------|-----------------------------------------|
| A build-to zone that is located between the front property, line and a line 25 feet from the front property line. | None               | 5 feet                             | 5 feet             | 12 feet                                 |

(F) *Building Height Regulations.*

|                         |                      |
|-------------------------|----------------------|
| Building height maximum | 2 stories/3 stories* |
|-------------------------|----------------------|

\* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945 , §5(Exh. A), 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

## 161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

|         |                         |
|---------|-------------------------|
| Unit 1  | City-wide uses by right |
| Unit 8  | Single-family dwellings |
| Unit 41 | Accessory dwellings     |
| Unit 46 | Short-term rentals      |

(2) *Conditional Uses.*

|          |                                            |
|----------|--------------------------------------------|
| Unit 2   | City-wide uses by conditional use permit   |
| Unit 3   | Public protection and utility facilities   |
| Unit 4   | Cultural and recreational facilities       |
| Unit 9   | Two (2) family dwellings                   |
| Unit 10  | Three (3) and four (4) family dwellings    |
| Unit 12a | Limited business*                          |
| Unit 24  | Home occupations                           |
| Unit 25  | Offices, studios, and related services     |
| Unit 28  | Center for collecting recyclable materials |
| Unit 36  | Wireless communication facilities          |
| Unit 44  | Cluster Housing Development                |

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

|                    |         |
|--------------------|---------|
| All dwelling types | 40 feet |
|--------------------|---------|

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

|                                    |                                                                                                                  |
|------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Front                              | A build-to zone that is located between the front property line and a line 25 feet from the front property line. |
| Side                               | 5 feet                                                                                                           |
| Rear                               | 5 feet                                                                                                           |
| Rear, from center line of an alley | 12 feet                                                                                                          |



(F) *Building Height Regulations.*

|                         |           |
|-------------------------|-----------|
| Building Height Maximum | 3 stories |
|-------------------------|-----------|

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15>; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6211 , §1, 8-6-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

The request to rezone the property located at 514 S. Willow Avenue from the current Neighborhood Conservation (NC) to Residential Intermediate Urban (RI-U) we feel would be compatible with the neighboring property. In reviewing property in the surrounding area it appears other properties have requested and received the rezoning from NC to RI-U. This RI-U zoning would be compatible with the City of Fayetteville's 'Future Land Use Map' and the Walker Park Neighborhood Master Plan. The RI-U zoning would allow for more residential units than the current zoning based on the size of the lot if that were to be desired in the future.

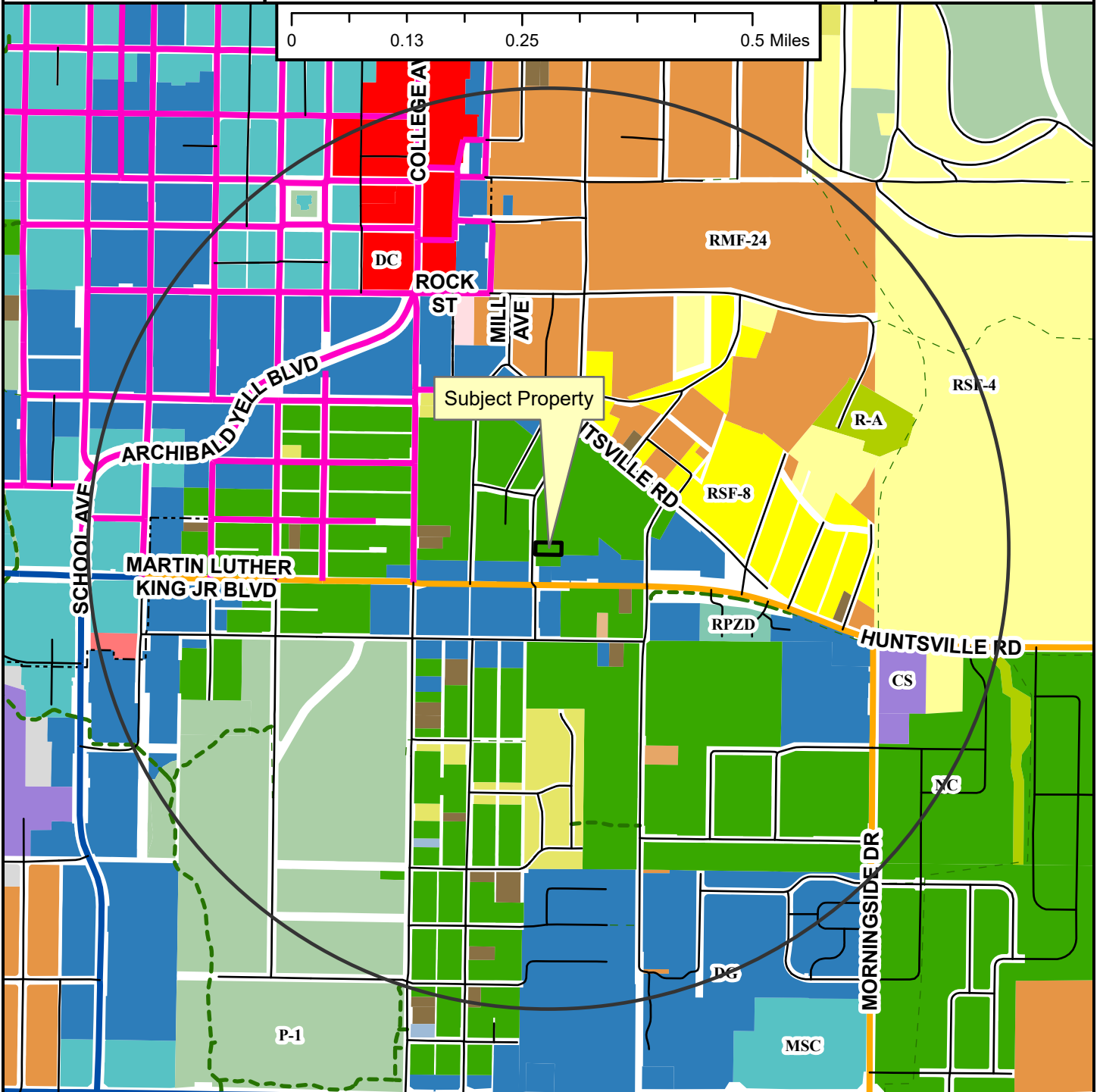
RZN-2023-0005

# 514 S. WILLOW AVE

One Mile View

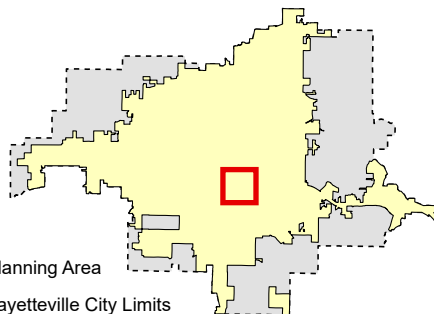


0 0.13 0.25 0.5 Miles



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area

Planning Area  
Fayetteville City Limits

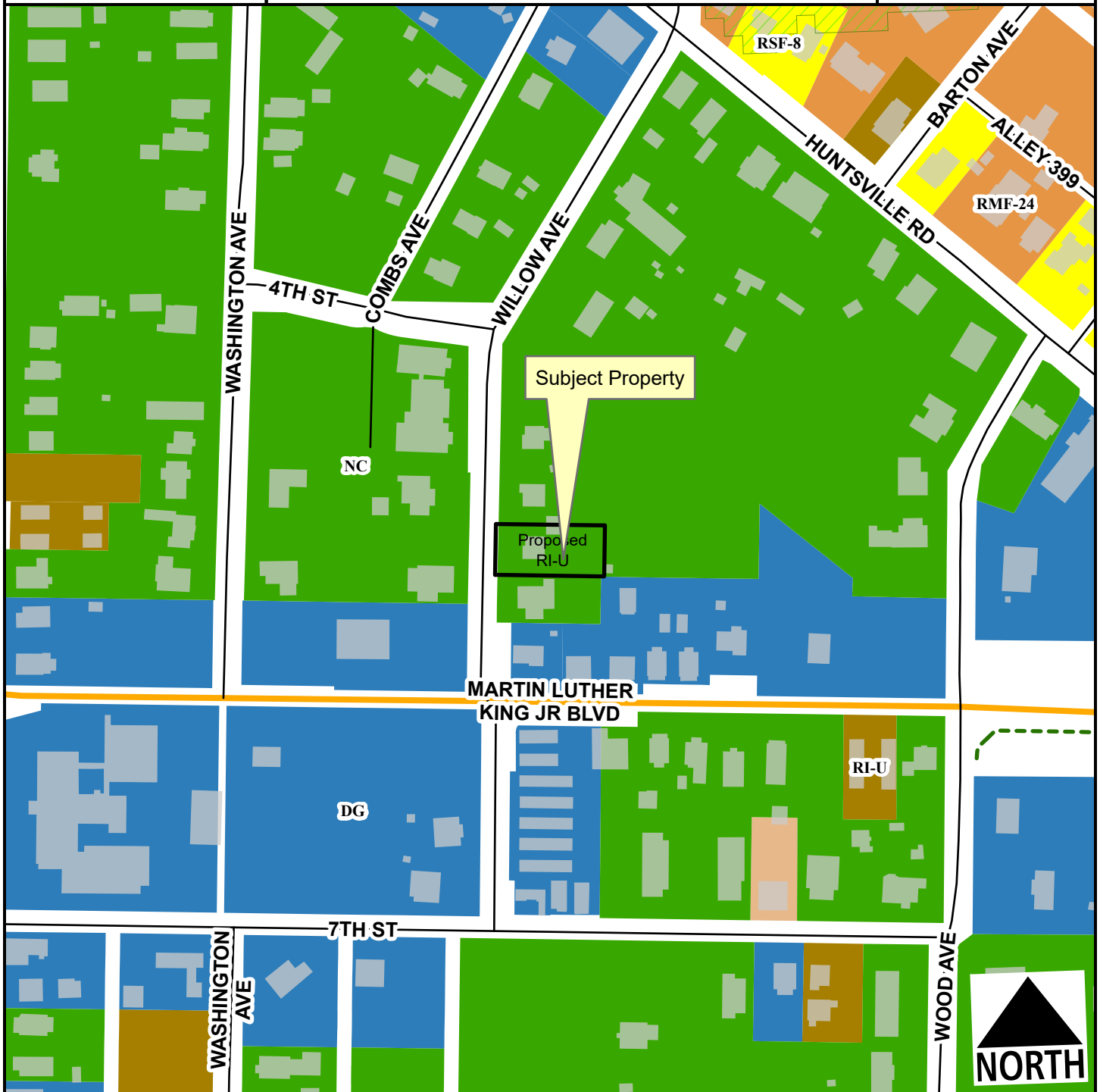


- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- NS-G
  - RI-U
  - RI-12
  - NS-L
  - Residential-Agricultural
  - RSF-5
  - RSF-1
  - RSF-2
  - RSF-4
  - RSF-7
  - RSF-8
  - RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RMF-6
  - RMF-12
  - RMF-13
  - RMF-24
  - RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
  - C-1
  - C-2
  - C-3
- FORM BASED DISTRICTS**
- Downtown Core
  - Urban Thoroughfare
  - Main Street Center
  - Downtown General
  - Community Services
  - Neighborhood Services
  - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
  - INSTITUTIONAL
  - P-1

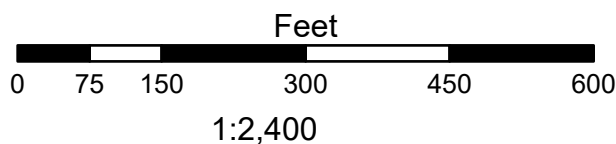
RZN-2023-0005

# 514 S. WILLOW AVE

Close Up View



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits



| Zone | Current | Proposed            |
|------|---------|---------------------|
| NC   | 0.2     | 0.0                 |
| RI-U | 0.0     | 0.2                 |
|      |         | <b>Total 0.2 ac</b> |



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514 S. WILLOW AVE

Current Land Use



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



**FEMA Flood Hazard Data**

- 100-Year Floodplain
- Floodway





OFFICE OF THE  
CITY ATTORNEY

## DEPARTMENTAL CORRESPONDENCE



Kit Williams  
City Attorney

Blake Pennington  
Assistant City Attorney

Jodi Batker  
Paralegal

TO: **Planning Commission**

CC: **Jessie Masters**, Development Review Manager

FROM: **Blake Pennington**, Assistant City Attorney

DATE: **March 14, 2023**

RE: **Spot Zoning**

Spot zoning is an issue that arises in your discussions occasionally on rezoning applications. I want to make sure the Planning Commission's understanding of spot zoning aligns with how the Arkansas Supreme Court has defined it.

The Arkansas Supreme Court has recognized a city's "need to maintain consistent zoning area, and not to set a precedent of spot zoning." *Thomas Petroleum v. West Helena*, 310 Ark. 682, 839 S.W. 2d 523, 525 (1992). The *Thomas Petroleum* case considered a request to rezone residential property to highway-commercial for the purpose of constructing a convenience store and service station. Both the chancery court and the Supreme Court affirmed the West Helena City Council's denial of the rezoning because "the property was entirely surrounded by a residential area, and...the residents objected ...."

Spot zoning, by definition, is invalid because it amounts to an arbitrary, capricious and unreasonable treatment of a limited area within a particular district. As such, it departs from the comprehensive treatment or privileges not in harmony with the other use classifications in the area and without any apparent circumstances which call for different treatment. Spot zoning almost invariably involves a single parcel or at least a limited area.' R. Wright and S. Webber, *Land Use* (1978). *Riddell v. City of Brinkley*, 612 S.W. 2d 116, 117 (1981).

(S)pot zoning includes zoning one lot in a manner entirely different from the surrounding area .... *Smith v. City of Little Rock*, 279 Ark. 4, 648 S.W. 2d 454, 457 (1983).

## *Spot Zoning*

Questions of compatibility and spot zoning are related but can be different. As interpreted by the Arkansas Supreme Court, spot zoning relates to the incompatibility of uses. The general issue of compatibility can take into account more factors than just land use.

In way of example, say an applicant owns a parcel within a neighborhood that is zoned RSF-4. The applicant seeks to rezone the parcel to RI-U. I do not believe the courts would find this to be spot zoning because the uses in both RSF-4 and RI-U are residential in nature. The Planning Commission could recommend approval of the rezoning finding that the residential uses are compatible and that the rezoning aligns with the City's goals of infill, discouragement of suburban sprawl, and providing a variety of housing types. Conversely, the Planning Commission could deny the rezoning finding that, even though the residential uses are compatible, that is outweighed by the potential density, bulk and area regulations, and setbacks which could be incompatible with the surrounding RSF-4. It is my opinion that the Planning Commission could logically and legally arrive at either decision. If the City Council were to grant or deny the application for the same reasons, I do not believe any court would find that the decision was arbitrary or capricious.

In the rezoning forwarded by the Planning Commission with a recommendation of approval last night, a rezoning from NC to RI-U would certainly not be spot zoning.