

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Monday, December 30, 2024

4:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member Dr. D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

MEETING INFORMATION:

1. **WEBINAR ID: 886 6388 2731**
PUBLIC REGISTRATION LINK: [HTTPS://US06WEB.ZOOM.US/](https://us06web.zoom.us/j/88663882731)
WEBINAR/REGISTER/WN_GFIN6-Y-SL-CVUAX7-OD_W
AGENDAITEMCOMMENT@FAYETTEVILLE-AR.GOV

CALL TO ORDER

ROLL CALL

- 1. OATHS OF OFFICE**
CITY CLERK TREASURER - KARA PAXTON
COUNCIL MEMBER WARD 1, POSITION 2 - DR. D'ANDRE JONES
COUNCIL MEMBER WARD 2, POSITION 2 - MIKE WIEDERKEHR
COUNCIL MEMBER WARD 3, POSITION 2 - SARAH BUNCH
COUNCIL MEMBER WARD 4, POSITION 2 - MIN. MONIQUE JONES

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

- 1. FIREMEN'S AND POLICEMEN'S PENSION AND RELIEF FUND – MAYOR RAWN**

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

- 1. ELECTION OF VICE MAYOR - CITY COUNCIL**
- 2. MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER**

A. CONSENT

- A.1. APPROVAL OF THE DECEMBER 4, 2024 CITY COUNCIL MEETING MINUTES**
- A.2. APPROVAL OF THE DECEMBER 17, 2024 CITY COUNCIL MEETING MINUTES**
- A.3. SEVEN HILLS HOMELESS CENTER (SERVICE CONTRACT):**
A RESOLUTION TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER IN THE AMOUNT OF \$125,370.00 FOR SERVICES TO

HOMELESS AND NEEDY RESIDENTS BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 (2024-1082)

A.4. GENESIS CHURCH OF FAYETTEVILLE (LITTER ABATEMENT PROGRAM):

A RESOLUTION TO APPROVE AMENDMENT 3 TO THE MEMORANDUM OF AGREEMENT WITH GENESIS CHURCH OF FAYETTEVILLE FOR CONTINUATION OF A LITTER ABATEMENT PROGRAM THROUGH 2025 IN AN AMOUNT NOT TO EXCEED \$200,000.00 (2024-1102)

A.5. ARKANSAS DEPARTMENT OF AERONAUTICS (GRANT APPLICATION):

A RESOLUTION TO AUTHORIZE THE MAYOR TO APPLY FOR AND ACCEPT AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF \$36,922.00 FOR STORM DRAINAGE SYSTEM REPAIRS COMPLETED AS PART OF THE FYV RUNWAY PAVEMENT AND LIGHTING REHABILITATION PROJECT AT DRAKE FIELD AIRPORT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1093)

A.6. OLSSON, INC. (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH OLSON, INC. IN THE AMOUNT OF \$116,225.00 FOR FINAL ENGINEERING DESIGN RELATED TO UPGRADES NEEDED AT THE MALLY WAGNON SEWER LIFT STATION (2024-1095)

A.7. ARKANSAS DEPARTMENT OF TRANSPORTATION (LAND DONATION):

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO CONVEY 0.08 ACRES OF RIGHT-OF-WAY TO THE ARKANSAS STATE HIGHWAY COMMISSION FOR USE ON THE HIGHWAY 412 SPRINGDALE BYPASS PROJECT (2024-1094)

A.8. HAWKINS-WEIR ENGINEERS, INC. (CONTRACT AMENDMENT 5):

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE AMOUNT OF \$169,800.00 FOR CONSTRUCTION OBSERVATION SERVICES ASSOCIATED WITH THE PROJECT TO ALLEVIATE FLOODING NEAR THE NORTH COLLEGE AVENUE AND EAST SUNBRIDGE DRIVE INTERSECTION, AND TO APPROVE A BUDGET ADJUSTMENT– 2019 DRAINAGE BOND PROJECT (2024-964)

A.9. MUD CREEK FLOOD STUDY (COST SHARE AGREEMENT):

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH FAYETTEVILLE PUBLIC SCHOOLS IN THE AMOUNT OF \$27,500.00 FOR A DETAILED ENGINEERING FLOOD STUDY OF MUD CREEK FROM NORTH

CROSSOVER ROAD TO THE CITY LIMITS IN ASSOCIATION WITH THE RELOCATION OF EAST JOYCE BOULEVARD (2024-948)

A.10. FARMINGTON BRANCH FLOOD STUDY (COST SHARE AGREEMENT):

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH FAYETTEVILLE PUBLIC SCHOOLS AND TITAN TLH, LLC. IN THE AMOUNT OF \$33,050.00 FOR A DETAILED ENGINEERING FLOOD STUDY OF THE FARMINGTON BRANCH FLOODPLAIN (2024-949)

A.11. RANDALL FORD OF FORT SMITH (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF FIVE WORK TRUCKS FROM RANDALL FORD OF FORT SMITH, PURSUANT TO ORDINANCE 6491, IN THE TOTAL AMOUNT OF \$319,072.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1066)

A.12. PREMIER TRAILER SALES, LLC. (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO TANDEM AXLE TRAILERS FROM PREMIER TRAILER SALES, LLC. IN THE TOTAL AMOUNT OF \$29,780.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1072)

A.13. RUSH TRUCK CENTERS OF LOWELL (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO DUMP TRUCKS FROM RUSH TRUCK CENTERS OF LOWELL IN THE TOTAL AMOUNT OF \$496,357.88, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1071)

A.14. CHEVROLET OF FAYETTEVILLE (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF THREE CHEVROLET TAHOE SPECIAL SERVICE VEHICLES FROM CHEVROLET OF FAYETTEVILLE, PURSUANT TO ORDINANCE 6491, IN THE TOTAL AMOUNT OF \$167,994.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE (2024-1068)

A.15. WT TRANSFER HOLDINGS, LLC. (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE MINI-EXCAVATOR, FIVE MOWERS, AND ONE ATTACHMENT FROM WT TRANSFER HOLDINGS, LLC. OF SPRINGDALE IN THE TOTAL AMOUNT OF

\$169,900.42, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1070)

A.16. JA RIGGS, CO. OF SPRINGDALE (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE EXCAVATOR, ONE WHEEL LOADER, THREE BACKHOES AND VARIOUS ATTACHMENTS FROM JA RIGGS CO. OF SPRINGDALE IN THE TOTAL AMOUNT OF \$760,922.97, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2024-1069)

A.17. LEWIS FORD SALES, INC. (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF EIGHT FORD VEHICLES WITH ADDITIONAL UPFIT AND SNOW REMOVAL EQUIPMENT FROM LEWIS FORD SALES, INC. IN THE TOTAL AMOUNT OF \$374,399.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE (2024-1067)

A.18. PARTS, TEAR DOWN, INSPECT AND REPAIR SERVICES (RESOLUTION):

A RESOLUTION TO APPROVE THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS TO TEAR DOWN, INSPECT, REPAIR, AND MAINTAIN WARRANTY WHERE APPLICABLE FOR VEHICLE AND EQUIPMENT REPAIRS AS NEEDED THROUGH DECEMBER 31, 2025, WITHIN THE APPROVED BUDGET (2024-965)

A.19. PAVEMENT MARKING INSTALLATION (BID 25-01):

A RESOLUTION TO AWARD BID #25-01 AND AUTHORIZE THE PURCHASE OF PAVEMENT MARKING INSTALLATION FROM TIME STRIPING, INC. AND ARKANSAS SIGN & BARRICADE IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025 (2024-883)

A.20. TREE PLANTING SERVICES (BID 25-03):

A RESOLUTION TO AWARD BID #25-03 AND AUTHORIZE THE PURCHASE OF TREE PLANTING SERVICES FROM BUILDING EXTERIORS, INC. AS NEEDED THROUGH THE END OF 2025 (2024-884)

A.21. ASPHALT PAVING SERVICES (BID 25-04):

A RESOLUTION TO AWARD BID #25-04 AND AUTHORIZE THE PURCHASE OF ASPHALT PAVING SERVICES FROM TOMLINSON ASPHALT AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025 (2024-885)

A.22. CONCRETE MATERIALS (BID 25-05):

A RESOLUTION TO AWARD BID #25-05 AND AUTHORIZE THE PURCHASE OF CONCRETE MATERIALS FROM TUNE CONCRETE AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025 (2024-886)

A.23. AGGREGATE MATERIALS (BID 25-06):

A RESOLUTION TO AWARD BID #25-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM HUNT-ROGERS MATERIALS, LLC. AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025 (2024-887)

A.24. ASPHALT MATERIALS (BID 25-07):

A RESOLUTION TO AWARD BID #25-07 AND AUTHORIZE THE PURCHASE OF ASPHALT MATERIALS FROM EMERY SAPP & SONS, INC. AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025 (2024-888)

A.25. DRAINAGE PIPE (BID 25-08):

A RESOLUTION TO AWARD BID #25-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FROM FERGUSON WATERWORKS IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025 (2024-889)

A.26. PRECAST DRAINAGE PIPE & STRUCTURES (BID 25-09):

A RESOLUTION TO AWARD BID #25-09 AND AUTHORIZE THE PURCHASE OF PRECAST DRAINAGE PIPE & STRUCTURES FROM SCURLOCK INDUSTRIES OF FAYETTEVILLE AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025 (2024-890)

A.27. HIGH PERFORMANCE COLD MIX (BID 25-11):

A RESOLUTION TO AWARD BID #25-11 AND AUTHORIZE THE PURCHASE OF HIGH PERFORMANCE COLD MIX ASPHALT FROM EMERY SAPP & SONS, INC. AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025 (2024-891)

A.28. PREFORMED THERMOPLASTIC PAVEMENT MARKINGS (BID 25-13):

A RESOLUTION TO AWARD BID #25-13 AND AUTHORIZE THE PURCHASE

OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM GEVEKO MARKINGS IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025 (2024-892)

A.29. LIGHTING (BID 25-14):

A RESOLUTION TO AWARD BID #25-14 AND AUTHORIZE THE PURCHASE OF LIGHTING FROM PREMIER LIGHTING GROUP IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025 (2024-893)

A.30. TRUCK HAULING SERVICES (BID 25-15):

A RESOLUTION TO AWARD BID #25-15 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM HAUL AGENT ENTERPRISES, LLC. AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025 (2024-894)

A.31. SCREENED TOPSOIL (BID 25-16):

A RESOLUTION TO AWARD BID #25-16 AND AUTHORIZE THE PURCHASE OF SCREENED TOPSOIL FROM BLUE RIBBON SITE SERVICES, LLC. AND N.E.C., INC. DEPENDING ON AVAILABILITY AND DISTANCE, IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025 (2024-895)

A.32. UNSCREENED TOPSOIL (BID 25-17):

A RESOLUTION TO AWARD BID #25-17 AND AUTHORIZE THE PURCHASE OF UNSCREENED TOPSOIL FROM BLUE RIBBON SITE SERVICES, LLC. AS NEEDED THROUGH THE END OF 2025 (2024-896)

A.33. JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION (GRANT AWARD):

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2024 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION GRANT AWARD IN THE AMOUNT OF \$73,927.00 TO PROVIDE FUNDING FOR LAW ENFORCEMENT TRAINING, EQUIPMENT, AND SUPPLIES, AND TO APPROVE A BUDGET ADJUSTMENT (2024-976)

A.34. 2025 PUBLIC SAFETY EQUIPMENT (GRANT AWARD):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A NON-MATCHING PUBLIC SAFETY EQUIPMENT GRANT FROM THE ARKANSAS DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$75,000.00 FOR THE POLICE DEPARTMENT TO FACILITATE THE SECURE TRANSFER OF VIDEO EVIDENCE TO CLOUD STORAGE AND PURCHASE ADDITIONAL TASERS, AND TO APPROVE A BUDGET ADJUSTMENT (2024-940)

A.35. TEECO SAFETY, INC. (POLICE DEPARTMENT HANDGUN REPLACEMENT):

A RESOLUTION TO AWARD BID #24-50 AND AUTHORIZE THE PURCHASE OF REPLACEMENT HANDGUNS, MAGAZINES, OPTICS, WEAPON LIGHTS, AND HOLSTERS FROM TEECO SAFETY, INC. IN THE AMOUNT OF \$244,794.00 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES (2024-906)

B. UNFINISHED BUSINESS**C. NEW BUSINESS****C.1. PARTI INVESTMENTS, LLC. (CONDEMNATION):**

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF ADDITIONAL LANDS OWNED BY PARTI INVESTMENTS, LLC. NEEDED FOR THE HIGHWAY 71B CORRIDOR PROJECT (2024-1108)

C.2. § 111.07 DOWNTOWN OUTDOOR REFRESHMENT AREA (AMENDMENT):

AN ORDINANCE TO AMEND § 111.07 OUTDOOR REFRESHMENT AREA OF THE FAYETTEVILLE CITY CODE TO ADOPT A NEW DOWNTOWN OUTDOOR REFRESHMENT AREA BOUNDARY MAP (2024-1081)

C.3. UNIFIED DEVELOPMENT CODE (AMENDMENTS):

AN ORDINANCE TO AMEND CHAPTER 161 ZONING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE TO ENACT § 161.37 URBAN NEIGHBORHOOD AND ESTABLISH ZONING REGULATIONS FOR THE NEW ZONING DISTRICT, TO AMEND § 160.01 ESTABLISHMENT OF DISTRICTS TO ADD THE NEW DISTRICT, TO AMEND § 164.25 TANDEM LOT DEVELOPMENT TO ESTABLISH BUILDING SETBACKS FOR TANDEM LOTS, TO AMEND § 167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT TO ESTABLISH A MINIMUM CANOPY REQUIREMENT, AND TO AMEND CHAPTER 174 SIGNS TO ESTABLISH SIGN REGULATIONS FOR THE NEW ZONING DISTRICT (2024-1078)

C.4. VACATION-2024-0026: (3145 E. JOYCE BLVD./WOODLAND JR HIGH, 177):

AN ORDINANCE TO APPROVE VAC-24-26 FOR PROPERTY LOCATED AT 3145 EAST JOYCE BOULEVARD IN WARD 3 TO VACATE 0.25 ACRES OF STREET RIGHT-OF-WAY (2024-1088)

C.5. REZONING-2024-0056: (1520 W. SLIGO/ ENGINEERING SERVICES INC, 599):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-56 FOR APPROXIMATELY 0.41 ACRES LOCATED AT

1520 WEST SLIGO STREET IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE (2024-1080)

C.6. § 172.05 PARKING REQUIREMENTS (A)(2) (AMENDMENT):

AN ORDINANCE TO AMEND § 172.05 (A)(2) FOR THE REQUIRED PARKING FOR RESIDENTIAL DEVELOPMENTS TO EMPOWER THE PLANNING COMMISSION TO LOWER THE MINIMUM PARKING REQUIREMENTS IN APPROPRIATE SITUATIONS (2024-1107)

C.7. POSSIBLE CHANGES TO PROVIDE THE CITY AND CITIZENS USE OF THE PORTER WAREHOUSE (RESOLUTION):

A RESOLUTION TO REQUEST THAT MAYOR RAWN DISCUSS WITH THE WALTON ARTS CENTER POSSIBLE CHANGES TO THE LONG-TERM LEASE TO PROVIDE THE CITY AND CITIZENS SOME USE OF THE PORTER WAREHOUSE (2024-1106)

C.8. 2025 CITY COUNCIL RULES OF ORDER AND PROCEDURE (RESOLUTION):

A RESOLUTION TO ADOPT THE RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL FOR 2025 (2024-966)

PROPOSED AGENDA ADDITIONS

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

**D.1. SALES TAX REPORT - CHIEF FINANCIAL OFFICER
ENERGY REPORT - ENVIRONMENTAL DIRECTOR**

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Paul Becker, Chief Financial Officer
SUBJECT: **Seven Hills Homeless Center Funding Agreement**

RECOMMENDATION:

A Resolution to waive the requirements of formal competitive bidding and approve a contract with Seven Hills Homeless Center in the amount of \$125,370 for services to homeless and needy residents in Fayetteville for the period of January 1, 2025, through December 31, 2025.

BACKGROUND:

The Seven Hills Homeless Center has provided services to homeless and needy residents in Fayetteville for over 20 years. Seven Hills is a not-for-profit organization that has relied almost exclusively on private donations for operational funding during that period.

The City Council approved the 2025 budget which appropriated funding for the 2025 fiscal year to maintain the operations of the day center by Seven Hills in the amount of \$125,370. Although funding for the center by generous donors has improved, a shortfall still exists.

The contractual amount would be paid in monthly disbursements of \$10,447.50 each month beginning in January 2025. Attached is a contract for services with Seven Hills.

DISCUSSION:

BUDGET/STAFF IMPACT:

This contract is contingent on funding approval by the City Council.

ATTACHMENTS: SRF (#3) , Contract Signed by 7 Hills (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1082

Seven Hills Homeless Center Funding Agreement

A RESOLUTION TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A CONTRACT WITH SEVEN HILLS HOMELESS CENTER IN THE AMOUNT OF \$125,370.00 FOR SERVICES TO HOMELESS AND NEEDY RESIDENTS BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025

WHEREAS, the Board of Directors of Seven Hills has operated a day time facility to serve numerous homeless and needy Fayetteville residents for over 20 years relying upon the support of several local churches, charities and charitable persons, as well as some governmental support (for veterans, etc.); and

WHEREAS, the Fayetteville City Council approved a funding request for the 2025 fiscal year to maintain the operations of the Seven Hills day center and, although funding for the center by donors has improved, a shortfall still exists that jeopardizes its ability to continue to offer vital services to Fayetteville's homeless residents; and

WHEREAS, if Seven Hills could no longer operate its Walker Family Residential Community transitional housing facility, currently housed residents might become homeless again and have to live on the streets or in the woods; and

WHEREAS, if Seven Hills could no longer operate its day time facility, the large number of homeless residents who depend upon this facility for showers and washing, hot food, a warm place to stay during the day, as well as access to a telephone and other job assistance services could not find such comparable services elsewhere; and

WHEREAS, the facilities and services provided by Seven Hills should continue to be supported by the City in order to prevent our homeless and needy residents from suffering undue hardship and deprivation.

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

Section 1: That the City Council of 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 approves a contract between the City of Fayetteville, Arkansas and Seven Hills Homeless Center in the amount of \$125,370.00 for services to homeless and needy Fayetteville residents and authorizes Mayor Rawn to sign this contract.

City of Fayetteville Staff Review Form

2024-1082

Item ID

1/7/2025

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

Paul Becker

12/16/2024

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to waive the requirements of formal competitive bidding and approve a contract with Seven Hills Homeless Center in the amount of \$125,370 for services to homeless and needy residents in Fayetteville in 2025

Budget Impact:

1010.090.6600-5721.00

General Fund

Account Number

Fund

40901.4010.1

Outside Agencies Funding - 7Hills Homeless

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 125,370.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 125,370.00

Does item have a direct cost? Yes

Item Cost

\$ 125,370.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 3-24

Change Order Number:

Approval Date:

Original Contract Number: 2024-05

Comments:

CONTRACT

THIS **CONTRACT** is made by and between the City of Fayetteville, Arkansas (hereinafter "City") and Seven Hills Homeless Center, which is an Arkansas nonprofit corporation which filed its corporate documents with the Secretary of State in 2001 (hereinafter "Seven Hills") on this 1st day of January 2025.

Whereas, the Board of Directors of Seven Hills has operated a daytime facility to serve numerous homeless and needy Fayetteville residents for over 20 years relying upon the support of several local churches, charities and charitable persons, as well as some governmental support (for veterans, etc.); and

Whereas, the Fayetteville City Council has approved a funding request for the 2025 fiscal year to maintain the operations of the Seven Hills day center. Although funding for the center by donors has improved, a shortfall still exists to continue to offer vital services to Fayetteville's homeless residents; and

Whereas, if Seven Hills could no longer operate its Walker Family Residential Community transitional housing facility, currently housed citizens might become homeless again and have to live on the streets or in the woods; and

Whereas, if Seven Hills could no longer operate its day time facility, the large number of homeless residents who depend upon this facility for showers and washing, hot food, a warm place to stay during the day, as well as access to a telephone and other job assistance services could not find such comparable services elsewhere; and

Whereas, the facilities and services provided by Seven Hills are required to be continued and should continue to be supported by the City in order to prevent our homeless and needy residents from suffering undue hardship and deprivation.

NOW, THEREFORE, The City of Fayetteville and the Board of Directors of Seven Hills Homeless Center agree as follows:

1. The **term** of this contract shall be January 1, 2025 until December 31, 2025 unless ended earlier by the City for failure of Seven Hills to comply with all provisions and requirements of this contract.

2. **Seven Hills Homeless Center** agrees to and shall provide all necessary personnel, supplies, utilities and maintenance of its facility to serve all Fayetteville's needy homeless residents who are utilizing and will continue to need to utilize the daytime facility. Seven Hills agrees to continue to offer all programs and services which Seven Hills has been normally supplying in the past in its daytime facility.
3. **Seven Hills Homeless Center** further agrees to and shall provide all necessary personnel, supplies, utilities and maintenance of the Walker Family Residential Community transitional facility to serve the transitional housing occupants. Seven Hills is authorized to use some of the City revenue for these purposes where appropriately authorized by the earlier agreement between the City and Seven Hills. Seven Hills agrees to continue to offer all programs and services to these Fayetteville transitional housing tenants as it has normally been providing in the past.
4. **Seven Hills Homeless Center** further agrees to make diligent efforts to regain its financial footing by increasing its revenues and/or reducing its expenses so Seven Hills Homeless Center can once again pay all of its own bills and will not need further financial support from the City of Fayetteville.
5. **Seven Hills Homeless Center** further agrees to make a report to the Mayor on its financial status on a monthly basis. Seven Hills also agrees to present any other report as requested by the Mayor or City Council.
6. **The City of Fayetteville** agrees to pay the sum of TEN THOUSAND FOUR HUNDRED FORTY SEVEN DOLLARS AND FIFTY CENTS (\$10,447.50) on the first Wednesday of each month beginning in January while this contract is effective as long as the Finance Director and the City Administration are satisfied that Seven Hills is satisfactorily complying with all terms and conditions of this contract.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representatives effective the date signed by the Mayor after approval by the Fayetteville City Council.

**SEVEN HILLS HOMELESS
CENTER**

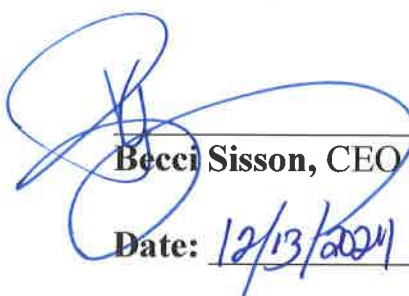


Will Roth
Chair of the Seven Hills Homeless
Center Board

**CITY OF FAYETTEVILLE,
ARKANSAS**



Molly Rawn, Mayor



Becci Sisson, CEO

Date: 12/13/2021

Date: _____

ATTEST:



Kara Paxton
City Clerk/Treasurer



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Peter Nierengarten, Environmental Director
SUBJECT: **Litter Abatement Program with Genesis Church**

RECOMMENDATION:

Approval of contract amendment 3 with Genesis Church for continuation of a litter abatement program in partnership with the City of Fayetteville.

BACKGROUND:

In recent years the City of Fayetteville has experienced unprecedented growth in population. This growth has exacerbated an ongoing litter problem across the city and in specific geographic areas notably along streets, trails, parks and streams. The presence of litter degrades our environment, impacts water quality and threatens our quality of life. The City has developed and currently operates numerous adopt-a-trail, adopt-a-street and adopt-a-park initiatives in partnership with volunteer groups to manage and abate litter, but the problem continues to grow.

Simultaneously, Fayetteville is seeing a growing population of unsheltered residents camping primarily in urban woodlands along trails and streams within the City. Several programs and agencies are working in coordination to address this homelessness challenge, but additional support and coordination is needed to address this growing issue.

In June 2022, the City of Fayetteville and Genesis Church worked to develop a 6-month litter abatement pilot program to allow unsheltered individuals a paid work opportunity to beautify the City of Fayetteville by picking up litter in designated areas. In January 2023 the Fayetteville City Council approved a 1-year contract with Genesis Church to continue the litter abatement program and in January 2024, the Council approved another 1-year contract to continue the program. So far in 2024, participants have removed over 121,000 lbs of litter from creeks, parks, trails and streets primarily in South Fayetteville.

DISCUSSION:

The City of Fayetteville proposes to continue and expand the Litter Abatement Program into 2025. Expansion of the program will include an additional crew that will work across the City. Genesis Church will manage the day to day operation of the program. They will supervise workers, provide transportation, provide lunch, provide access to local social services and pay workers at the end of each day. The City will provide all litter collection supplies and direct litter abatement crews to identified locations for litter collection. Litter that has been collected and bagged by the litter abatement crews will then be delivered to the Recycling and Trash Division's transfer station on Happy Hollow Road.

The City in partnership with Genesis Church will continue to collect data and metrics that will be utilized to

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

determine the effectiveness of the project.

BUDGET/STAFF IMPACT:

The maximum not-to-exceed amount authorized for this pilot project is \$200,000. Funding for the work will come from the Sustainability Department's contract services budget.

ATTACHMENTS: SRF (#3) , Pick Me Up MOA - 2025 (#4)

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1102

Litter Abatement Program with Genesis Church

A RESOLUTION TO APPROVE AMENDMENT 3 TO THE MEMORANDUM OF AGREEMENT WITH GENESIS CHURCH OF FAYETTEVILLE FOR CONTINUATION OF A LITTER ABATEMENT PROGRAM THROUGH 2025 IN AN AMOUNT NOT TO EXCEED \$200,000.00

WHEREAS, in June 2022, the City of Fayetteville and Genesis Church worked to develop a 6-month litter abatement pilot program to allow unsheltered individuals a paid work opportunity to beautify the City of Fayetteville by picking up litter in designated areas and, due to the program's success, the City and Genesis Church have extended the contract for the past two years; and

WHEREAS, in 2024 participants removed over 121,000 pounds of litter from creeks, parks, trails and streets primarily in South Fayetteville; and

WHEREAS, City staff recommend continuing the litter abatement program through 2025 and funding an additional crew that will work across the City.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment 3 to the Memorandum of Agreement with Genesis Church of Fayetteville for the continuation of a Litter Abatement Program through 2025 in an amount not to exceed \$200,000.00.

City of Fayetteville Staff Review Form

2024-1102

Item ID

1/7/2025

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

Peter Nierengarten

12/17/2024

SUSTAINABILITY/RESILIENCE (631)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of contract amendment 3 with Genesis Church for continuation of a litter abatement program in partnership with the City of Fayetteville.

Budget Impact:

1010.631.6310-5315.00

Sustainability - Contract Services

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 212,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 212,000.00

Does item have a direct cost? Yes

Item Cost

\$ 200,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 12,000.00

V20221130

Purchase Order Number: 2024-00000152

Previous Ordinance or Resolution # Res 2-24

Change Order Number: 3

Approval Date: 1/2/2024

Original Contract Number:

Comments:

**AMENDMENT 3 TO MEMORANDUM OF AGREEMENT FOR THE
FAYETTEVILLE LITTER ABATEMENT PROGRAM**

This Amendment 3, made and entered into on this ____ day of ____, 2025, by and between the City of Fayetteville, Arkansas ("City") and Genesis Church of Fayetteville ("Genesis"), witnesseth:

WHEREAS, homelessness is a significant public issue for many Fayetteville residents; and,

WHEREAS, the City supports and encourages programs that address the critical health and safety needs of unsheltered individuals; and,

WHEREAS, on June 17, 2022, the City and Genesis entered into an Agreement establishing a pilot program to help ensure that unsheltered Fayetteville residents have a work opportunity and access to support services; and,

WHEREAS, since that time the City and Genesis have partnered to operate a program providing persons experiencing homelessness with paid work opportunities by picking up debris in designated areas within the City of Fayetteville which has beautified the City (the "Program").

NOW, THEREFORE, the City of Fayetteville, Arkansas and Genesis Church agree to amend their original Agreement as follows:

1. The City of Fayetteville, Arkansas and Genesis agree to extend the term of their agreement through December 31, 2025. This Amendment 3 shall be effective on _____, and supersedes and replaces all of the terms, conditions, and obligations contained in previous agreements.
2. The City of Fayetteville, Arkansas agrees to:
 - A. Reimburse Genesis Church for:
 - 1) Payments made to independent contractors participating in the Program at a rate of \$12.50 per hour.
 - 2) The supervisory position at a rate of \$18.00 per hour plus taxes, workers' compensation insurance and other withholdings.
 - 3) The Program Coordinator position at a rate of \$500.00 per week plus taxes, workers' compensation insurance and other withholdings.
 - 4) The administration fee at a rate of \$3,000.00 per month.
 - 5) Mileage expenses for transportation provided for independent contractors to and from job sites and for transport of material to City Transfer Station.
 - 6) Lunches provided to program participants, \$10.50 per meal.

- B. The City agrees to provide the following equipment for this Program as needed and as agreed upon by the parties, including but not limited to:
- Trash Grabbers;
 - Buckets;
 - Recycle Bins
 - Trash bags;
 - Safety vests; and
 - Gloves.
- C. The City agrees to designate a contact person in the City's Recycling and Trash Collection Division who will assign work sites.
- D. Accept trash at the City's Transfer Station or other designated drop location.
3. Genesis Church agrees to:
- A. Designate a representative to direct and coordinate Genesis' responsibilities with respect to this Agreement.
- B. Provide the Program's supervisors any required workers' compensation insurance and shall be solely responsible for any and all taxes and withholdings related thereto. Genesis also agrees to comply with all applicable state and federal tax, insurance, and employment laws.
- C. Pay Program participants at a rate of \$12.50/hour worked as independent contractors. Genesis shall pay each participant weekly at the drop-off point at the end of the week.
- D. Provide information about various local social services to the participants with a goal of ending their unsheltered status.
- E. Collect and report data concerning the Project to the City including, but not limited to:
- The number of participants of each day of the Program;
 - The number of individuals participating in the Program on more than one day and the total number of days each such person participated in the Program;
 - Provide an estimate of the amount of debris collected;
 - The monetary amount spent to pay participants for participation in the Program.
- F. Be responsible for determining the routes to each site as well as the pickup and drop off points for the participants.

- G. Provide vehicles for the purposes of transporting independent contractors to and from the job sites and for transport of materials to the City Transfer Station.
 - H. Transport trash to the City's Transfer Station or other designated drop location.
 - I. Provide lunch for the Program's participants and supervisors each day the Program operates.
 - J. File, in a timely fashion and to the best of its ability, an Internal Revenue Service Form 1099 for any participant in the Program who receives more than Six Hundred Dollars (\$600.00) by means of the Program.
 - K. Provide the participants the equipment needed to perform their duties whether that equipment is purchased by Genesis or provided by the City.
 - L. Submit monthly invoice to the City showing proof hours worked, sites cleaned up, and amount of trash collected.
4. The maximum not to exceed amount for this agreement is \$200,000 and the term of this amended Agreement shall be from the effective date of this Amendment as provided above through December 31, 2025. The term of this Agreement may be extended by mutual agreement between Genesis and the Fayetteville City Council.

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

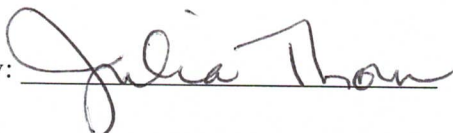
**GENESIS CHURCH OF
FAYETTEVILLE**

By: 
JANICE HANNA, Executive Director

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
MOLLY A. RAWN, Mayor

ATTEST:

By: 

ATTEST:

By: _____
KARA PAXTON, City Clerk



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
SUBJECT: **FYV Runway Lighting and Rehab ADA Grant Apply and Accept**

RECOMMENDATION:

Staff requests approval for the Aviation Division to submit and accept an Arkansas Department of Aeronautics (ADA) grant application in the amount of \$36,922.00, and to process a budget adjustment to accept the funds upon grant award from the ADA. This ADA grant will reimburse the City's 10% share of the Federal Aviation Administration (FAA) grant amendment amount used to fund storm drainage system repairs completed as part of the FYV Runway Pavement and Lighting Rehabilitation project at Fayetteville-Drake Field.

BACKGROUND:

Fayetteville-Drake field is served by a single asphalt runway (Runway 16-34) that was extended to its current length in 1966. The runway has seen multiple overlay rehabilitations since that time, with the last overlay completed in 1986. Since that time, the condition of the asphalt pavements has been maintained through a combination of crack sealing and rejuvenating seal coats. This routine maintenance has provided a pavement life far beyond the 20-year design life of the 1986 overlay project. However, the pavement condition has gradually deteriorated to a point that warrants more substantial rehabilitation. A recent pavement condition assessment of the runway completed by the Arkansas Department of Aeronautics noted that the runway pavement was approaching its "Critical PCI". The Critical PCI is the point at which the cost of rehabilitation increases exponentially with time. This project is intended to provide a pavement rehabilitation alternative that will bring the Runway 16-34 pavement back to a satisfactory condition and extend the useful life of the pavements for a minimum of 20 years.

The project will also include rehabilitation of various aspects of the existing airfield lighting and signage system to improve airport safety and efficiency. Runway edge light fixtures will be upgraded to LED and fixture spacing will be reviewed to confirm conformation to FAA standards. A recent FAA Part 139 inspection found erosion around the existing stake-mounted airfield signage fixtures. This will be addressed by installing new concrete sign foundations to provide a more reliable and maintainable signage system. Airfield signage will be upgraded to LED and naming conventions reviewed based on FAA guidance. A new standalone electrical vault will be constructed to house the airfield lighting power and control equipment. The current vault is located in an existing T-hangar and is not NEC compliant.

This project was originally programmed for Design in 2021 and Construction in 2022. However, in October 2020, the FAA notified the City of Fayetteville that additional federal funds were available in 2021 to complete the entire project (Design and Construction). To receive this additional funding, the FAA requested the City of Fayetteville change their project schedule to complete the competitive bidding process by Summer 2021. The Airport entered into an agreement with Garver, LLC to render design and bidding services for the project (Task

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Order 02). Construction bids were received on June 2, 2021. At the request of the FAA, a value engineering process was undertaken after bid opening to identify potential cost saving measures. The construction cost was subsequently negotiated with the low bidder based on the revised scope to bring the project within available funding limits.

Ruts and depressions were identified within the runway safety area (RSA) during an FAA Part 139 inspection completed late Summer of 2021. Following the FAA's inspection, the City completed CCTV camera inspection of the existing storm drainage system. Major deficiencies were discovered within the aging drainage infrastructure, most of which date back to the 1960s and 1970s. These deficiencies were the cause of the RSA surface issues documented by FAA. Council approved Task Order 02 Amendment 01 with Garver, LLC for design of storm drain system repairs and Change Order 01 with Emery Sapp and Sons to add storm drain repair pay items to the construction contract.

DISCUSSION:

Construction of the Runway Pavement and Lighting Rehabilitation project was substantially complete October 2023. Documentation for a grant amendment was submitted for FAA review on April 8, 2024, and approved by the FAA on June 6, 2024. The approved grant amendment of \$332,300.00 funds 90 percent of additional AIP-eligible costs attributed to the additional drainage improvements. The FAA grant closeout process is complete as reflected in the Grant Closeout Letter dated September 11, 2024.

This Arkansas Department of Aeronautics (ADA) matching grant application will fund the remaining 10 percent of AIP-eligible cost of the FAA grant amendment amount. Costs attributed to the City for this project total \$28,114.90 which represents the costs for non-FAA eligible Contractor insurance and the stormwater quality enhancements.

Below is a summary of final project costs and funding breakdown for the project.

<i>Administration and Other Costs*</i>	<i>\$10,000.00</i>	
Garver Task Order 02 (Design and Bidding)*:	\$325,350.00	FAA (AIP): \$5,522,256.00
Garver Task Order 03 (Construction Phase Svcs)*:	\$234,664.89	FAA (ARPA): \$613,584.00
Final Construction Contract W/Change Orders*:	\$5,910,998.01	FAA Grant Amendment: \$332,300.00
Garver Task Order 02 Amendment 01*	\$30,400.00	ADA Grant: \$36,922.00
Garver Task Order 03 Amendment 01*:	\$21,764.00	City: \$28,114.90
TOTAL:	\$6,533,176.90	TOTAL: \$6,533,176.90

**Previously approved by the City Council.*

BUDGET/STAFF IMPACT:

This Arkansas Department of Aeronautics grant will reimburse the City for the remaining 10 percent of eligible project costs of the FAA grant amendment amount \$36,922.00.

ATTACHMENTS: SRF (#3) , 2024-1093 BA ADA Grant, ADA Grant Application Runway Rehab - Final (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1093

FYV Runway Lighting and Rehab ADA Grant Apply and Accept

A RESOLUTION TO AUTHORIZE THE MAYOR TO APPLY FOR AND ACCEPT AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF \$36,922.00 FOR STORM DRAINAGE SYSTEM REPAIRS COMPLETED AS PART OF THE FYV RUNWAY PAVEMENT AND LIGHTING REHABILITATION PROJECT AT DRAKE FIELD AIRPORT, 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 Rawn to submit an application for an Arkansas Department of Aeronautics (ADA) Grant in the amount of \$36,922.00 for storm drainage system repairs completed as part of the FYV Runway Pavement and Lighting Rehabilitation Project at Drake Field Airport.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of the grant and authorizes Mayor Rawn to execute the grant agreement and any other documents necessary to receive the funds.

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

2024-1093

Item ID

1/7/2025

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

Jared Rabren

12/17/2024

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to apply and accept an Arkansas Department of Aeronautics (ADA) grant application in the amount of \$36,922.00, and to process a budget adjustment to accept the funds upon grant award from the ADA. This ADA grant will reimburse the City's 10% share of the Federal Aviation Administration (FAA) grant amendment amount used to fund storm drainage system repairs completed as part of the FYV Runway Pavement and Lighting Rehabilitation project at Fayetteville-Drake Field.

Budget Impact:

5550.760.3960-4302.00

Airport

Account Number

Fund

32101.2021

Runway Rehab

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? Yes

Budget Adjustment

\$ 36,922.00

Remaining Budget

\$ 36,922.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 188-24

Change Order Number:

Approval Date: 7/16/2024

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025 (BY)	AIRPORT SERVICES (760)	
	Requestor: Dee Simpson	

Staff requests approval for the Aviation Division to submit and accept an Arkansas Department of Aeronautics (ADA) grant application in the amount of \$36,922.00, and to process a budget adjustment to accept the funds upon grant award from the ADA. This ADA grant will reimburse the City's 10% share of the Federal Aviation Administration (FAA) grant amendment amount used to fund storm drainage system repairs completed as part of the FYV Runway Pavement and Lighting Rehabilitation project at Fayetteville-Drake Field.

	COUNCIL DATE:	1/7/2025
	ITEM ID#:	2024-1093
	Kevin Springer	
	12/20/2024 11:38 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.20241210



December 13, 2024

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field Airport (FYV)
Runway Pavement and Lighting Rehabilitation
Application for Airport Aid

Dear Mr. Chism:

The City of Fayetteville appreciates the continued partnership of the Arkansas Department of Aeronautics in improving Fayetteville – Drake Field. In continuation of this partnership, we are pleased to submit to you this enclosed application for state airport aid.

Within the past year, Fayetteville – Drake Field utilized an FAA AIP grant to complete a runway rehabilitation and lighting improvement project. The funding plan for the original grant amount included a 90% FAA AIP grant with the remaining 10% covered through the American Rescue Plan Act (ARPA) program.

Prior to the start of the project, a FAA Part 139 inspection found structural deficiencies in the airport's existing drainage system outside the scope of the runway project. However, given the proximity to the project, the FAA supported adding storm drainage system repairs within the Runway Safety Area to the project. Scope of the drainage repairs included replacing the 50-plus year old drainage structures and a combination of repair and replacement of damaged storm drainage pipe. Funding for the additional scope was provided through a grant amendment coordinated at the conclusion of the project.



We respectfully request consideration of this matching grant in the amount of \$36,922.00 (10% match of the FAA grant amendment amount) on the upcoming agenda. We greatly appreciate your consideration of this grant.

Please call me or Kyle Bennett with Garver if you have any questions or comments.

Sincerely,

The Honorable Lioneld Jordan
Mayor
City of Fayetteville

Attachments: State Airport Aid Application
 Final Project Budget
 Final Form SF-271
 Executed Grant Amendment
 Executed Grant Agreement (Original)
 FAA Grant Closeout Letter

Cc: Kyle Bennett, Garver

State Airport Aid Application – Page 1

The City of Fayetteville, Arkansas , herein called “Sponsor”, hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Arkansas, Washington county.

Date of Request: 12/13/2024

Name of Airport: Fayetteville – Drake Field

Name and address of City/~~County~~ ~~Commission~~
sponsoring request:

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

Phone Number: 479-575-8330

Fax Number: 479-585-8257

Name and address of Engineering Firm
(if applicable):

Garver, LLC
2049 E. Joyce Blvd, Suite 105
Fayetteville, Arkansas 72704

Person to Contact about project:

Jared Rabren
Airport Director
Fayetteville – Drake Field

Phone Number: 479-718-7642

Cell Number: _____

Fax Number: 479-718-7646

Contact Person: Kyle Bennett, P.E.

Phone/Fax Number: 479-527-9100

Describe the work to be accomplished: Work completed under this grant (amendment) included repairs to the storm drainage system within the Runway Safety Area. More specifically, work included replacing fifteen (15) drainage boxes, complete replacement of two (2) storm drain crossings beneath Runway 16, and constructing twenty-six (26) pipe collars to repair aging storm drainage pipe.

State and Local Project Costs:
Please indicate:

☐ 50-50% Match

☐ 80-20% Match

☐ 90-10% Match

☐ 100%

Total Cost of Project _____

Local Share/Funds _____

Local Share/In-Kind _____

State Share _____

Federal AIP Projects:

AIP Number: 3-05-0020-050-2021

☐ 95-5% Match

☒ 90-10% Match

Total Cost of Project: \$369,222.90*

Federal Share: \$332,300.00

State Share: \$36,922.00

Local Share: \$0.90

*AIP Eligible Costs Reimbursed by Grant Amendment

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: FAA (90%), ADA (10%) City (Remainder)

Source of In-Kind Services: N/A

Estimated starting date of project: May 2022

Estimated completion date of project: September 2024

Project will be for: ~~New Airport~~ **Existing Airport**

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): 3-05-0020-050-2021

State Legislators for your area:

State Senator: Greg Leding

State Representative: Denise Garner

State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Department's annual appropriation.*

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this _____ day of _____, 20 .

The Honorable Lioneld Jordan

Name of Sponsor

Authorized Signature

Mayor

Title

CITY OF FAYETTEVILLE
FYV RUNWAY PAVEMENT AND LIGHTING REHABILITATION
FINAL PROJECT BUDGET

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	FINAL QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1.00	\$132,730.00	\$132,730.00
2	SS-220-5.1	Pavement Edge Grading	LF	8,405.00	\$4.35	\$36,561.75
3	SS-221-5.1	Paving Fabric	SY	77,859.00	\$3.00	\$233,577.00
4	SS-222-5.1	Haul Road Repair (Full Depth)	SY	652.00	\$107.00	\$69,764.00
5	SS-222-5.2	Haul Road Repair (2" Mill and Overlay)	SY	0.00	\$78.40	\$0.00
6	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1.00	\$845.00	\$845.00
7	SS-300-5.2	Electrical Vault Modifications	LS	1.00	\$2,030.00	\$2,030.00
8	SS-300-5.3	Generator and Transfer Switch System, Installed	LS	1.00	\$118,650.00	\$118,650.00
9	SS-300-5.4	Existing ATCT Modifications, Installed	LS	1.00	\$3,100.00	\$3,100.00
10	SS-301-5.1	Existing Base Mounted Runway Edge Light, Removed	EA	73.00	\$57.00	\$4,161.00
11	SS-301-5.2	Existing Base Mounted Taxiway Edge Light, Removed and Stored with Base Demolished	EA	16.00	\$282.00	\$4,512.00
12	SS-301-5.3	Existing Stake Mounted Guidance Sign, Removed	EA	49.00	\$170.00	\$8,330.00
13	SS-301-5.4	Existing Base Mounted Guidance Sign, Removed	EA	5.00	\$565.00	\$2,825.00
14	SS-301-5.5	Existing Base Mounted Guidance Sign, Removed and Stored with Foundation Demolished	EA	1.00	\$565.00	\$565.00
15	SS-305-5.1	Directional Boring, 1-Way 2"C Polyethylene Conduit	LF	1,046.00	\$40.00	\$41,840.00
16	SS-305-5.2	Directional Boring, 2-Way 2"C Polyethylene Conduits	LF	445.00	\$51.00	\$22,695.00
17	SS-310-5.1	Temporary Airfield Lighting	LS	1.00	\$12,475.00	\$12,475.00
18	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	1.00	\$85,600.00	\$85,600.00
19	C-102-5.1	Temporary Erosion Control	LS	1.00	\$17,500.00	\$17,500.00
20	C-105-6.1	Mobilization (Maximum 5% of Total Bid)	LS	1.00	\$260,000.00	\$260,000.00
21	P-101-5.1a	Asphalt Concrete Pavement Removal	SY	939.00	\$23.70	\$22,254.30
22	P-101-5.1b	Concrete Pavement Removal	SY	1,574.00	\$28.20	\$44,386.80
23	P-101-5.2	Joint and Crack Repair (1/2" or Greater)	LF	876.00	\$3.60	\$3,153.60
24	P-101-5.3	Pavement Markings Removal	SF	30,352.00	\$1.80	\$54,633.60
25	P-101-5.4a	Cold Milling (0-1")	SY	65,986.14	\$3.75	\$247,448.03
26	P-101-5.4b	Cold Milling (1"-3")	SY	9,906.50	\$7.80	\$77,270.70
27	P-152-4.1	Unclassified Excavation	CY	0.00	\$42.85	\$0.00
28	P-152-4.2	Unsuitable Excavation	CY	123.56	\$56.40	\$6,968.78
29	P-209-5.1	Crushed Aggregate Base Course (6" Thickness)	SY	0.00	\$16.00	\$0.00
30	P-209-5.2	Crushed Aggregate Base Course (0-4" Thickness)	SY	1,554.00	\$11.00	\$17,094.00
31	P-401-8.1a	Asphalt Hot Mix Surface Course	TN	11,844.93	\$152.00	\$1,800,429.36
32	P-401-8.1b	Asphalt Hot Mix Surface Course for Test Section	TN	250.00	\$341.00	\$85,250.00
33	P-401-8.1c	Asphalt Hot Mix Leveling Course	TN	138.88	\$177.00	\$24,581.76
34	P-403-8.1	Asphalt Hot Mix Base Course	TN	501.38	\$156.00	\$78,215.28
35	P-620-5.1a	Runway and Taxiway Marking (Reflective)	SF	104,386.00	\$0.82	\$85,596.52
36	P-620-5.1b	Runway and Taxiway Marking (Non-Reflective)	SF	39,557.00	\$0.79	\$31,250.03
37	P-620-5.1c	Runway and Taxiway Marking (Temporary)	SF	47,952.51	\$0.71	\$34,046.28
38	P-621-5.1	Grooving	SY	53,200.00	\$1.85	\$98,420.00
39	D-701-5.1	24" Reinforced Concrete Pipe (Class III)	LF	0.00	\$105.50	\$0.00
40	D-751-5.1	4' x 4' Airfield Grate Inlet	EA	0.00	\$12,972.00	\$0.00
41	T-901-5.1	Seeding	AC	8.38	\$2,250.00	\$18,855.00
42	T-904-5.1	Sodding	SY	10,295.00	\$4.20	\$43,239.00
43	T-905-5.1	Topsoil (Furnished from Off the Site)	CY	156.50	\$42.90	\$6,713.85
44	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	22,776.00	\$3.38	\$76,982.88



45	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Including Connections/Terminations	LF	15,861.00	\$3.95	\$62,650.95
46	L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth	LF	13,715.00	\$2.26	\$30,995.90
47	L-108-5.4	ATCT Remote L-821 Panel Communication Cable, Installed in Duct Bank or Conduit	LF	1,750.00	\$16.92	\$29,610.00
48	L-109-7.1	Construction of Prefabricated Concrete Vault Building and Foundation in Place	LS	1.00	\$135,360.00	\$135,360.00
49	L-109-7.2	Installation of Prefabricated Concrete Vault Building Equipment in Place	LS	1.00	\$169,200.00	\$169,200.00
50	L-110-5.1	Flowable Fill Encased Electrical Conduit, 1-Way 2"C	LF	300.00	\$39.50	\$11,850.00
51	L-110-5.2	Non-Encased Electrical Conduit, 1-Way 2"C	LF	14,459.00	\$7.35	\$106,273.65
52	L-110-5.3	Non-Encased Electrical Duct Bank, 4-Way 4"C	LF	55.00	\$84.60	\$4,653.00
53	L-115-5.1	Concrete Encased Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	11.00	\$1,355.00	\$14,905.00
54	L-125-5.1	L-858(L), Size 1, Base Mounted, 1-Module Guidance Sign, Installed	EA	8.00	\$4,960.00	\$39,680.00
55	L-125-5.2	L-858(L), Size 1, Base Mounted, 2-Module Guidance Sign, Installed	EA	19.00	\$5,585.00	\$106,115.00
56	L-125-5.3	L-858(L), Size 1, Base Mounted, 3-Module Guidance Sign, Installed	EA	21.00	\$6,655.00	\$139,755.00
57	L-125-5.4	L-858(L), Size 5, Base Mounted, Runway Distance Remaining Sign, Installed	EA	5.00	\$7,165.00	\$35,825.00
58	L-125-5.5	Existing L-858(L) Guidance Sign, Reinstalled on New Base with New Panels	EA	1.00	\$7,670.00	\$7,670.00
59	L-125-5.6	L-861(L) Base Mounted Runway Edge Light, Installed	EA	56.00	\$1,695.00	\$94,920.00
60	L-125-5.7	L-861E(L) Base Mounted Runway Threshold Light, Installed in Asphalt Pavement	EA	16.00	\$2,820.00	\$45,120.00
61	L-125-5.8	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA	0.00	\$1,635.00	\$0.00
62	L-125-5.9	Existing Stored L-861T(L) Taxiway Edge Light, Installed on New Base	EA	24.00	\$1,355.00	\$32,520.00
63	SP-C-01a	Bonds	LS	1.00	\$64,500.00	\$64,500.00
64	SP-C-01b	Owner's Protective Insurance	LS	1.00	\$1.00	\$1.00
65	SS-140-5.1	Pavement Removal (Storm Drain Crossings)	SY	300.00	\$40.00	\$12,000.00
66	SS-140-5.2	Inlet/Junction Box Removal	SY	15.00	\$1,750.00	\$26,250.00
67	SS-140-5.3	Drainage Pipe Removal	LF	938.00	\$55.40	\$51,965.20
68	SS-223-5.1a	Storm Drain Crossing Repair-Taxiway Pavement	SY	0.00	\$173.00	\$0.00
69	SS-223-5.1b	Storm Drain Crossing Repair-Runway Pavement	SY	300.00	\$152.00	\$45,600.00
70	D-701-5.1a	15" Reinforced Concrete Pipe (Class IV)	LF	70.00	\$109.04	\$7,632.80
71	D-701-5.1b	18" Reinforced Concrete Pipe (Class IV)	LF	724.00	\$105.00	\$76,020.00
72	D-701-5.1c	21" Reinforced Concrete Pipe (Class IV)	LF	16.00	\$148.00	\$2,368.00
73	D-701-5.1d	24" Reinforced Concrete Pipe (Class IV)	LF	40.00	\$148.00	\$5,920.00
74	D-701-5.1e	36" Reinforced Concrete Pipe (Class IV)	LF	40.00	\$200.00	\$8,000.00
75	D-701-5.1f	42" Reinforced Concrete Pipe (Class IV)	LF	32.00	\$214.00	\$6,848.00
76	D-701-5.1g	23"x14" Reinforced Ellipical Pipe (Class IV)	LF	16.00	\$177.00	\$2,832.00
77	D-701-5.2a	15" Reinforced Pipe Collar	EA	2.00	\$800.00	\$1,600.00
78	D-751-5.2b	18" Reinforced Pipe Collar	EA	13.00	\$800.00	\$10,400.00
79	D-751-5.2c	21" Reinforced Pipe Collar	EA	2.00	\$800.00	\$1,600.00
80	D-751-5.2d	24" Reinforced Pipe Collar	EA	11.00	\$800.00	\$8,800.00
81	D-751-5.2e	36" Reinforced Pipe Collar	EA	4.00	\$1,200.00	\$4,800.00
82	D-751-5.2f	42" Reinforced Pipe Collar	EA	8.00	\$1,300.00	\$10,400.00
83	D-751-5.2g	23"x14" Elliptical to 18" Circular Reinforced Pipe Collar	EA	1.00	\$1,000.00	\$1,000.00
84	D-751-5.1a	4' x 4' Airfield Grate Inlet	EA	5.00	\$13,250.00	\$66,250.00
85	D-751-5.1b	4' x 4' Alternate Single Grate Inlet	EA	3.00	\$13,500.00	\$40,500.00
86	D-751-5.1c	5' x 3' Airfield Single Grate Inlet	EA	1.00	\$13,950.00	\$13,950.00
87	D-751-5.1d	5' x 5' Airfield Double Grate Inlet	EA	1.00	\$19,950.00	\$19,950.00
88	D-751-5.1e	7' x 3' Airfield Triple Grate Inlet	EA	2.00	\$25,500.00	\$51,000.00
89	D-751-5.1f	7' x 6' Airfield Triple Grate Inlet	EA	1.00	\$30,200.00	\$30,200.00
90	D-751-5.1g	3' x 3' Airfield Junction Box	EA	2.00	\$11,900.00	\$23,800.00
91	CO-01.1	AS-4 AquaSwirl Water Treatment Unit	EA	1.00	\$28,113.00	\$28,113.00

92	CO2.01	ARDOT Section 207 Stone Backfill, Installed	CY	340.00	\$132.05	\$44,897.00
93	CO2.02	Geogrid Subgrade Stabilization	LS	1.00	\$1,750.00	\$1,750.00
94	CO2.03	Gate Loop Detectors, Installed	LS	1.00	\$1,000.00	\$1,000.00
95	CO3.01	Cold Milling (2" Uniform Depth)	SY	34546.89	\$7.40	\$255,646.99
96	CO4.01	Storm Drain Repair Excavation & Backfill	EA	15.00	\$250.00	\$3,750.00

TOTAL CONSTRUCTION COST **\$5,910,998.01**

ADMINISTRATION EXPENSES **\$10,000.00**

ARCHITECTURAL ENGINEERING BASIC FEES

Surveys	\$13,650.00
Geotechnical Services	\$40,950.00
Nondestructive Testing (NDT)	\$31,150.00
Pavement Condition Analysis	\$8,800.00
Preliminary Design - Runway Rehabilitation	\$82,000.00
Preliminary Design - Lighting Rehabilitation	\$54,900.00
Final Design - Runway Rehabilitation	\$52,700.00
Final Design - Lighting Rehabilitation	\$29,950.00
Bidding Services	\$11,250.00

TOTAL ARCHITECTURAL ENGINEERING BASIC FEES **\$325,350.00**

OTHER ARCHITECTURAL ENGINEERING FEES

Final Design Services - Storm Drain Repairs (Task Order 02 - Amendment 01)	\$30,400.00
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TOTAL OTHER ARCHITECTURAL ENGINEERING FEES **\$30,400.00**

PROJECT INSPECTION FEES

On-Site Construction Observation Services	\$123,000.00
Construction Administration Services	\$62,000.00
Closeout Services	\$10,000.00
Construction Materials Testing	\$39,664.89
Additional Construction Phase Services (Task Order 03 - Amendment 01)	\$21,764.00

TOTAL PROJECT INSPECTION FEES **\$256,428.89**

TOTAL PROJECT COST **\$6,533,176.90**

NON-AIP ELIGIBLE ITEMS

64	SP-C-01b	Owner's Protective Insurance	LS	1.00	\$1.00	\$1.00
91	CO-01.1	AS-4 AquaSwirl Water Treatment Unit	EA	1.00	\$28,113.00	\$28,113.00

TOTAL NON-AIP ELIGIBLE ITEMS **\$28,114.00**

TOTAL PROJECT COST (AIP-ELIGIBLE) **\$6,505,062.90**

PROJECT FUNDING

Executed AIP Grant 3-05-0020-050-2021: \$6,135,840.00

Federal Aviation Administration AIP (90%)	\$5,522,256.00
Federal Aviation Administration ARPA (10%)	\$613,584.00

Grant Amendment

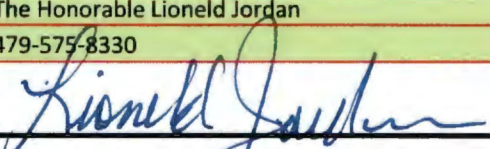
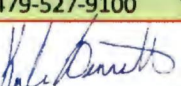
Federal Aviation Administration AIP Grant Amendment (90%)	\$332,300.00
Arkansas Department of Aeronautics (10%)	\$36,922.00
City of Fayetteville (Remainder)	\$28,114.90

TOTAL FUNDING **\$6,533,176.90**



OUTLAY REPORT AND REQUEST FOR
REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

Approved Modified SF-271

1. Type of Request		Annual		2. Basis of Request		Cash	
3. Federal Agency and Organizational Element to Which Report is Submitted				4. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			
FAA/ACE-610				3-05-0020-050-2021			
5. PARTIAL PAYMENT REQUEST		6. EIN		7. FINANCIAL AIN		8. PERIOD OF THIS REQUEST	
FINAL		71-6018462				2024	
				From: 10/1/2023		To: 9/30/2024	
9. Recipient Organization (Name and complete address including Zip code)							
Name: Fayetteville, Drake Field		Street1: 4500 S School Avenue, Suite F		City/State: Fayetteville, AR			
Street2:				County: Washington			
Zip Code: 72701-8016		Province: N/A		Country: US:United States			
10. PAYEE (Where check is to be sent if different than item 9)							
Name:		Street1:		City/State:			
Street2:				County:			
Zip Code:		Province: N/A		Country: US:United States			
11. STATUS OF FUNDS (Calculated Based On Time Period In Box 8)							
Classification (Cumulative Costs)	PROGRAMS [a]		FUNCTIONS [b]		ACTIVITIES [c]		TOTAL
	Previous Payments	Current Payments	Later Payments				
ADMINISTRATIVE EXPENSE	\$ 6,567.04	\$ 3,432.96	\$ -	\$ -	\$ 10,000.00		
PRELIMINARY EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -		
LAND, STRUCTURES, RIGHT-OF-WAY	\$ -	\$ -	\$ -	\$ -	\$ -		
ARCHITECTURAL ENGINEERING BASIC FEE	\$ 325,350.00	\$ -	\$ -	\$ -	\$ 325,350.00		
OTHER ARCHITECTURAL ENGINEERING FE	\$ 23,860.00	\$ 6,540.00	\$ -	\$ -	\$ 30,400.00		
PROJECT INSPECTION FEES	\$ 212,062.96	\$ 44,365.93	\$ -	\$ -	\$ 256,428.89		
LAND DEVELOPMENT	\$ -	\$ -	\$ -	\$ -	\$ -		
RELOCATION EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -		
RELOCATION PAYMENTSTO IND.& BUSINE	\$ -	\$ -	\$ -	\$ -	\$ -		
DEMOLITION AND REMOVAL	\$ -	\$ -	\$ -	\$ -	\$ -		
CONSTRUCTION AND PROJECT IMPROVEN	\$ 4,954,413.73	\$ 891,547.99	\$ -	\$ -	\$ 5,845,961.72		
EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -		
MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -	\$ -		
n. Total to date (sum a thru m)	\$ 5,522,253.73	\$ 945,886.88	\$ -	\$ -	\$ 6,468,140.61		
o. Deductions for program income	\$ -	\$ -	\$ -	\$ -	\$ -		
p. Net to date (line n minus line o)	\$ 5,522,253.73	\$ 945,886.88	\$ -	\$ -	\$ 6,468,140.61		
q. Federal share to date	\$ 5,522,253.73	\$ 945,886.88	\$ -	\$ -	\$ 6,468,140.61		
r. Rehab. grants (100% reimb.)	\$ -	\$ -	\$ -	\$ -	\$ -		
s. Total Federal share (sum q and r)	\$ 5,522,253.73	\$ 945,886.88	\$ -	\$ -	\$ 6,468,140.00		
t. Federal payments prev. requested		\$ 5,522,250.00					
u. Amount requested for reimb.		\$ 945,890.00					
v. project's physical completion %	85.38%	14.62%			100.00%		
12. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, section 1001)							
a. RECIPIENT							
Name: The Honorable Lioneld Jordan		Title: Mayor					
Phone: 479-575-8330		Email Address: mayor@fayetteville-ar.gov					
Signature: 		Date Signed: 7/16/2024					
b. REPRESENTATIVE CERTIFYING TO LINE 11V							
Name: Kyle Bennett, P.E.		Title: Project Manager					
Phone: 479-527-9100		Email Address: KABennett@GarverUSA.com					
Signature: 		Date Signed: 6/19/2024					
Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.							
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.							



U.S. Department
of Transportation
Federal Aviation
Administration

Arkansas/Oklahoma
Airports District Office
Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain St.,
Fayetteville, AR 72701

Dear Mayor Jordan:

Drake Field Airport
City of Fayetteville
AIP Grant No 3-05-0020-050-2021
UEI No JNDMR71AKHT3
Letter Amendment (Amendment No.1)

This is in response to your letter dated June 6, 2024, requesting an amendment to the Grant Agreement for the subject AIP project to: include the repair of storm drainage system components within the runway safety area and increase the maximum obligation of the United States as set forth in the Grant Agreement accepted by the Sponsor, on September 10, 2021. We concur that the repair of the storm drainage system was critical and incidental to the rehabilitate runway project and therefore are allowable costs under this grant. This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America to increase the maximum obligation of the United States by \$332,300 (from \$6,135,840 to \$6,468,140) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

GLENN A
BOLES

Digitally signed by
GLENN A BOLES
Date: 2024.06.07
07:38:30 -05'00'

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



April 8, 2024

Federal Aviation Administration
Attn: Ms. Lauren Kennedy
10101 Hillwood Parkway
Fort Worth, TX 76177

Re: Fayetteville – Drake Field
FYV Runway Pavement and Lighting Rehabilitation
FAA Grant Amendment (3-05-0020-050-2021)

Dear Ms. Kennedy:

The FYV Runway Pavement and Lighting Rehabilitation Project will require an amendment to the grant budget due to additional scope added for repair of existing storm drainage system components within the runway safety area (RSA). Major deficiencies were identified in the existing storm drainage system between late Summer and early Fall of 2021 after the FAA's Part 139 inspector noted surface irregularities within RSA. Repair options and funding needs were discussed with the Airport and FAA in October and November of 2021. Correspondence with the FAA supported inclusion of storm drainage system repairs as incidental work within the Runway Pavement and Lighting Rehabilitation project, with additional funding needs to be provided through a grant amendment at the conclusion of the project.

Storm drain repair items were added to the construction contract via Change Order 01. Additional engineering services to complete design of the storm drain repairs were added to the project by contract amendment (Task Order 02 - Amendment 01). Additional construction phase services for additional work completed due to contract time added by Change Order 01 were added to the project by separate contract amendment (Task Order 03 – Amendment 01). The additional cost of the AIP eligible portion of Change Order 01 plus added design and construction phase services totals \$606,624.20; however, much of this cost was able to be offset by underruns in various other pay items during construction. A full breakdown of the final project budget is attached.

A summary of final project costs and revised funding plan is provided below.

Project Costs

Original AIP-Eligible Project Costs (Executed Grant Amount)	\$6,135,840.00
Final AIP-Eligible Project Costs	\$6,505,062.90
Total AIP-Eligible Cost Increase	\$369,222.90

Grant Amendment

Total Cost Increase (AIP Eligible)	\$369,222.90
Federal Aviation Administration AIP (90%)	\$332,300.00

Revised Funding Plan

Federal Aviation Administration AIP (Original Grant Funds)	\$5,522,256.00
Federal Aviation Administration ARPA (Original Grant Funds)	\$613,584.00
Federal Aviation Administration AIP (90% of Grant Amendment)	\$332,300.00
Arkansas Department of Aeronautics (10% of Grant Amendment)	\$36,922.00
City of Fayetteville (Remainder)	\$28,114.90

The current executed grant amount for this project is \$6,135,840.00. We request the FAA's consideration of a Grant Amendment to increase the amount of the grant to \$6,468,140.00 as indicated in the attached Final Project Budget and FAA Form 5100-100.



**CITY OF
FAYETTEVILLE
ARKANSAS**

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jared Rabren", with a long horizontal flourish extending to the right.

Jared Rabren
Airport Director

Attachments: Final Project Budget
 FAA Form 5100-100 (Budget Sheet)
 Change Order 01
 Garver Task Order 02 Amendment 01
 Garver Task Order 03 Amendment 01
 Record of Negotiations



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Arkansas, Oklahoma

10101 Hillwood Parkway
Fort Worth, TX 76177

August 25, 2021

Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Jordan:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project **No. 3-05-0020-050-2021** at **Drake Field Airport in Fayetteville, Arkansas**. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **September 10, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Femi Adeoye, P.E, (817) 222-5986, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles

Glenn Boles (Aug 25, 2021 13:58 CDT)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 25, 2021
Airport/Planning Area	Drake Field Airport
FY2021 AIP Grant Number	3-05-0020-050-2021
Unique Entity Identifier	134398903
TO:	City of Fayetteville
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **July 6, 2021**, for a grant of Federal funds for a project at or associated with the **Drake Field Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Drake Field Airport** (herein called the "Project") consisting of the following:

Rehabilitate Runway & Reconstruct Runway Lighting

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$6,135,840.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 6,135,840 airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 10, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;

- c. May be increased by not more than the greater of the following for a, land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 01/25/2011, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining

airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

26. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - a. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - b. Failure to provide a complete report as described in paragraph b., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - c. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (Aug 25, 2021 13:58 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

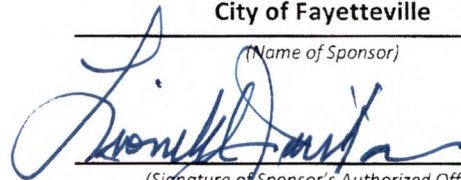
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I declare under penalty of perjury that the foregoing is true and correct.²

Dated 9-7-21

City of Fayetteville

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By:

Lionel Jordan

(Typed Name of Sponsor's Authorized Official)

Title:

Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

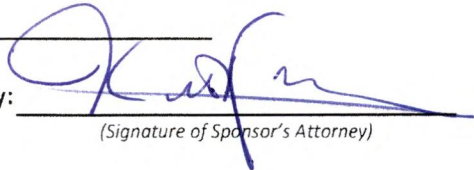
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I declare under penalty of perjury that the foregoing is true and correct.³

Dated at

9-13-2021

By: _____


(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Fayetteville), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport

development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of July 6, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.



TO: Kit Williams, City Attorney

FROM: Summer Fallen, Airport Manager

DATE: September 1st, 2021

SUBJECT: FAA RUNWAY AND RECONSTRUCT RWY LIGHTING

Please let this memo serve as certification that the airport has completed the FAA grant accurately and that the said facility is neither out of compliance nor in any federal debt.

All federal grant assurances are followed by the airport and I am aware that any false, fictitious, or fraudulent statements may be subject to criminal, civil, or administrative penalties

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Summer Fallen", written in a cursive style.

Summer Fallen
Airport Director



U. S. Department
Of Transportation

**Federal Aviation
Administration**

FAA ASW-630

10101 Hillwood Parkway
Fort Worth, TX 76177
Phone: 817-222-5630

September 11, 2024

The Honorable Lioneld Jordan
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Grant Closeout Letter

AIP Grant Number: 3-05-0020-050-2021

Drake Field

Fayetteville, AR

Grant closeout date: 09/10/2024

Final grant amount: \$ 6,468,140.00

Dear Mayor Jordan:

This notice of grant closeout is based on the following conditions having been met: (1) all work included in the project description has been satisfactorily completed, (2) there are no outstanding grant special conditions, (3) all project costs reimbursed by FAA under this grant have been determined to be reasonable, eligible and allowable, and (4) the sponsor has complied with all terms and conditions of the grant agreement.

Final payment has been made and all administrative requirements are satisfied. A final cost review of the grant has been completed and the final costs were determined to be reasonable and justified. There are no differences in the amount of funds requested by the sponsor and the amounts paid out. If an audit reveals any issues, this grant will be re-opened until the outstanding issues have been resolved.

Please be advised that in accordance with Federal Regulation 49 CFR Part 18.42, you are required to retain all supporting project documentation for a minimum period of 3 years from the date of the final request for reimbursement. Because most grant obligations extend beyond three years, we strongly encourage you to retain grant documentation for the life of the grant obligations.

Sincerely,

LAUREN TAYLOR
KENNEDY

Digitally signed by LAUREN
TAYLOR KENNEDY
Date: 2024.09.11 08:28:51
-05'00'

Program Manager
AR/OK Airports District Office



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Olsson, Inc. - Amendment No. 1 to the Engineering Services Agreement for the Mally Wagon Lift Station Improvements Project**

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Olsson, Inc. in the amount of \$116,225.00 for Final Engineering Design related to upgrades needed at the Mally Wagon Sewer Lift Station.

BACKGROUND:

The City's Mally Wagon sewer lift station is located at 5716 E. Norman Murphy Road. This station receives sewer flow from several residential areas east of the West Fork of the White River along Highway 16. The station also receives 100% of sewer from the City of Elkins, metered wholesale to the Fayetteville from a lift station owned by Elkins. The City of Elkins is actively upgrading their sewer pumping capabilities and the City of Fayetteville will not be able to accept their max flows until this Mally Wagon lift station is upgraded.

DISCUSSION:

The original agreement with Olsson (Res. 155-24) resulted in a Preliminary Engineering Report (PER) which details expected combined flows that would come to the station and alternatives for upgrades to the station to meet these future flows. The key takeaway from the PER is that the station can be upgraded, and does not require complete replacement.

Amendment No. 1 will provide funds to complete detailed engineering design and specification preparation so that the project can be publicly bid.

BUDGET/STAFF IMPACT:

Funds are available in the Sanitary Sewer Rehabilitation account within the Water & Sewer fund.

ATTACHMENTS: SRF, Amendment No. 1, Scope and Fees



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1095

Olsson, Inc. - Amendment No. 1 to the Engineering Services Agreement for the Mally Wagon Lift Station Improvements Project

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH OLSON, INC. IN THE AMOUNT OF \$116,225.00 FOR FINAL ENGINEERING DESIGN RELATED TO UPGRADES NEEDED AT THE MALLY WAGNON SEWER LIFT STATION

WHEREAS, the City's Mally Wagon sewer lift station located at 5716 E. Norman Murphy Road receives sewer flow from several residential areas east of the West Fork of the White River along Highway 16 and 100% of sewer from the City of Elkins; and

WHEREAS, the City of Elkins is actively upgrading its sewer pumping capabilities and the City of Fayetteville will not be able to accept maximum flows until this Mally Wagon lift station is upgraded; and

WHEREAS, on June 4, 2024 City Council passed Resolution 155-24 that approved the original agreement with Olsson for preliminary engineering and Amendment No. 1 will provide funds to complete detailed engineering design and specification preparation so the project can be publicly bid.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 1 to the Professional Engineering Services Agreement with Olsson, Inc. in the amount of \$116,225.00 for final engineering design related to upgrades needed at the Mally Wagon Sewer Lift Station.

City of Fayetteville Staff Review Form

2024-1095

Item ID

1/7/2025

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

Tim Nyander

12/17/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Olsson, Inc. in the amount of \$116,225.00 for Final Engineering Design related to upgrades needed at the Mally Wagnon Sewer Lift Station.

Budget Impact:

5400.720.5700-5314.00

Water and Sewer

Account Number

Fund

02017.1

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,287,629.00

Expenses (Actual+Encum)

\$ 598,248.62

Available Budget

\$ 689,380.38

Does item have a direct cost? Yes

Item Cost

\$ 116,225.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 573,155.38

V20221130

Purchase Order Number: 2024-609

Previous Ordinance or Resolution # Res. 155-24

Change Order Number: 1

Approval Date:

Original Contract Number: 2024-33

Comments:

AMENDMENT NO. 1
To
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
OLSSON INC.

MALLY WAGNON SEWER LIFT STATION UPGRADES

WHEREAS, on June 4, 2024, the City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and Olsson Inc. of Fayetteville, Arkansas (ENGINEER) entered into an Agreement for engineering services in connection with the Mally Wagon Sewer Lift Station Upgrades (the “Project”); and

WHEREAS, the scope of the current Agreement includes the ENGINEER providing services in connection with the evaluation, design, and/or construction administration of capital improvement projects, and

WHEREAS, the current Agreement must now be amended to provide the additional fee and amount of compensation to the ENGINEER for the additional work; and

NOW THEREFORE, in consideration of the mutual covenants and Agreements herein contained, CITY OF FAYETTEVILLE and the ENGINEER, the parties hereto, stipulate and agree that the Agreement for Engineering Services dated June 4, 2024, is hereby amended in the following particulars:

SECTION 5 – PAYMENTS TO ENGINEER

Delete Paragraph 5.1 and replace with the following:

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is ~~\$161,225.00~~. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on an hourly NTE basis as described in Appendix A.

APPENDIX A – SCOPE OF SERVICES

A. Detailed Design

Delete First Paragraph and replace with the following:

Olsson will prepare detailed drawings and technical specifications for the recommended construction work. The design will include:

- Civil and Process engineering.
- Mechanical, electrical, and plumbing (MEP) engineering.
- Instrumentation and controls (I&C) engineering.

Olsson will submit construction documents to the Client at 60 and 90 percent design stages, conduct a meeting with Client or Client’s Designee to discuss their review comments, and resolve questions or concerns.

Olsson will conduct internal quality reviews at 60 and 90 percent design stages.

Based upon final plans and specifications, Olsson will prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that actual bids received for the construction work may exceed the opinion of probable cost.

Olsson will submit documents for agency reviews, including the Arkansas Department of Health (ADH), and coordinate approval by the agencies. ADH \$500 review fee included.

B. Bidding Services

Delete First Paragraph and replace with the following:

Olsson will transmit Plans, Specifications, and additional contract documents to the Client and the Client's purchasing department for distribution to bidders.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Olsson will schedule and attend a pre-bid meeting with the project team and perspective bidders.

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

C. Project Schedule

Add the following to the end of the bulleted list:

- Water, Sewer Committee: Tuesday, December 10, 2024
- Council Approval: Tuesday, January 7, 2025
- Design Kickoff Meeting: Tuesday, January 14, 2025
- Detailed Design: 112 Days
- QA/QC: 14 Days
- Submit to ADH: Monday, May 19, 2025
- Est. Bid Advertisement: Sunday, July 13, 2025
- Bidding Phase Services: 21 Days

D. Compensation

Delete Last Paragraph and replace with the following:

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$161,225.00.

E. Additional Services

Delete the bulleted list and replace with the following:

- Construction testing, administration, and observation services

Amendment No. 1 increases the Mally Wagon Sewer Lift Station Upgrades total project by \$116,225.00 for additional services related to Detailed Design and Bid Advertisement.

All other provisions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have caused this Amendment to be duly executed this _____ day of _____, 2025.

CITY OF FAYETTEVILLE, ARKANSAS

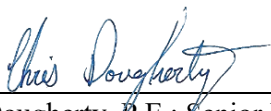
OLSSON INC.

By: _____
Mayor, Molly A. Rawn

By:  _____
Chris Hall, P.E.; Water Market Leader

ATTEST:

By: _____
City Clerk

By:  _____
Chris Dougherty, P.E.; Senior Engineer

END OF AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



Appendix A

SCOPE OF SERVICES

Corey Granderson
Utilities Engineer
City of Fayetteville, Arkansas

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 5716 E Norman Murphy Road, Fayetteville, AR

Project Description: Mally Wagnon Sewer Lift Station Upgrades

SCOPE OF SERVICES

Olsson hereby agrees to provide the following services ("Scope of Services") to the City of Fayetteville ("Client") for the Project:

PHASE 100 PROJECT ADMINISTRATION

Project Management

Project management includes coordination of the various disciplines that have involvement in the project, tracking work completion, maintenance of project schedule, billings, and miscellaneous communication with the Client and internal staff.

Project Kickoff Meeting

Olsson will schedule and attend an in-person project kickoff meeting with the Client. The purpose of the meeting will be to establish the project chain of communication, discuss and clarify the Scope of Services, and finalize the project schedule.

Olsson will make a formal data request at the kickoff meeting to identify additional information from the Client to complete the project. The information request is anticipated to include, but is not limited to, the following:

- Existing Pump Data for Elkins Lift Station
- Existing Pump Data for Mally Wagnon Lift Station
- Shop Drawing information for Mally Wagnon Lift Station mechanical and electrical equipment
- Previous Inspection Reports
- Facility Plans

Olsson will provide the Meeting Agenda and generate and distribute meeting minutes within two days of the meeting's conclusion.

Monthly Progress Meetings

Olsson will schedule monthly in-person progress meetings involving its project staff and the Client's personnel. The purpose of these meetings will be to keep all parties informed concerning project status and to provide an opportunity to exchange information.

Olsson will provide the Meeting Agenda and generate and distribute meeting minutes within two days of the meeting's conclusion.

PHASE 200 PRELIMINARY DESIGN

Project Site Visit

Olsson personnel shall visit site to conduct inspection of existing mechanical, structural, and electrical systems. Engineers will discuss with Operations and Maintenance personnel the normal operating schedules and procedures for the equipment to be upgraded.

Data Collection

Olsson will review current and past studies, design memorandums and reports, contract record drawings, approved shop drawings, and other related documents associated with the Elkins Lift Station that is operated by the City of Elkins, AR and for the Mally Wagnon Lift Station operated by the City of Fayetteville, AR. Collect field data to verify dimensions, operating characteristics, and physical condition of equipment, structures, and electrical systems.

Design Analysis

Olsson will analyze collected data to determine current and future pumping capacity requirements. Develop a list of potential improvements that could be implemented to meet these requirements. Develop conceptual cost estimates for the potential improvements and provide upgrade recommendation to the City of Fayetteville.

Preliminary Engineering Report

Compile results from research and analysis activities into a Preliminary Engineering Report that will be submitted to the Client for review. Preliminary Engineering Report will follow report requirements of Recommended Standards for Wastewater Facilities

(10 state standards) issued by Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers as required by Arkansas Department of Health.

Quality Control Review

Olsson will conduct an internal quality control review of the Preliminary Engineering Report before it is forwarded to the Client for review.

Review Meeting and Follow Up

Olsson will schedule and attend a review meeting with the Client to discuss the Preliminary Engineering Report. Olsson will provide the Meeting Agenda and generate and distribute meeting minutes within one week of the meeting's conclusion.

The Preliminary Engineering Report will be revised in accordance with agreements reached at the review meeting and a revised final draft will be submitted.

PHASE 300 DETAILED DESIGN

Olsson will prepare detailed drawings and technical specifications for the recommended construction work. The design will include:

- Civil and Process engineering.
- Mechanical, electrical, and plumbing (MEP) engineering.
- Instrumentation and controls (I&C) engineering.

Olsson will submit construction documents to the Client at 60 and 90 percent design stages, conduct a meeting with Client or Client's Designee to discuss their review comments, and resolve questions or concerns.

Olsson will conduct internal quality reviews at 60 and 90 percent design stages.

Based upon final plans and specifications, Olsson will prepare an opinion of probable cost of the authorized construction. It is understood and agreed that this opinion will be prepared for planning and budgeting purposes only and that actual bids received for the construction work may exceed the opinion of probable cost.

Olsson will submit documents for agency reviews, including the Arkansas Department of Health (ADH), and coordinate approval by the agencies. ADH \$500 review fee included.

PHASE 400 BIDDING SERVICES

Olsson will transmit Plans, Specifications, and additional contract documents to the Client and the Client's purchasing department for distribution to bidders.

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Olsson will schedule and attend a pre-bid meeting with the project team and perspective bidders.

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

PHASE 500 ENGINEERING CONSTRUCTION ADMINISTRATION

Services for Engineering Construction Administration are not included. These services are additional and shall be addressed by a Contract Amendment if requested.

PHASE 600 CONSTRUCTION OBSERVATION AND TESTING SERVICES

Construction Observation and Testing Services are not included. These services are additional and shall be addressed by a Contract Amendment if requested.

PROJECT SCHEDULE

- | | |
|---------------------------|----------------------------|
| • Water, Sewer Committee: | Tuesday, December 10, 2024 |
| • Council Approval: | Tuesday, January 7, 2025 |
| • Design Kickoff Meeting: | Tuesday, January 14, 2025 |
| • Detailed Design: | 112 Days |
| • QA/QC: | 14 Days |
| • Submit to ADH: | Monday, May 19, 2025 |
| • Est. Bid Advertisement: | Sunday, July 13, 2025 |
| • Bidding Phase Services: | 21 Days |

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this

agreement. Olsson shall submit invoices monthly, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$161,225.00.

ADDITIONAL SERVICES

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval. Optional Additional Services shall include, but not be limited to, the following:

- Construction testing, administration, and observation services

Olsson agrees to provide its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXCLUSIONS AND LIMITATIONS

This Scope of Services is limited to the items listed in the Tasks above. Excluded services include:

For this project the analysis shall commence with the introduction of flow into the Mally Wagon Lift Station wet well and shall conclude at the point where the force main discharges into the 36" and 42" gravity service lines. Analysis of the capacity of these gravity sewer lines is not included within this Scope of Services.

Client: City of Fayetteville, AR

Date: 11/18/2024

Project: Mally Wagnon Sewer Lift Station Updates

PHASE/Task	Engineer (PM)	Group Leader	Admin	Senior Civil Engineer	Associate Civil Engineer	MEP Group Leader	Associate Electrical Engineer	Associate Mechanical Engineer	TOTAL HOURS	TOTAL FEE
Phase 100 - Project Administration										
Task 100001 - WTR WWW-GN Project Management										\$ 11,500
Task 100001 - WTR WWW-GN Project Management	40			10					50	\$ 8,260
										\$ 19,760
Phase 200 - Preliminary Design										
Task 200001 - WTR WWW-GN Design										
Task 200002 - STH FED-GN Electrical Facilities Eval										
										\$ 33,500
Phase 300 - Detailed Design										
Task 300001 - WTR WWW-GN Design	40	10	40	40	280				410	\$ 58,750
Task 300002 - STH FED-GN Electrical Facilities						20	120		140	\$ 20,000
Task 300003 - IND FED-GN I&C Detailed Design		4				20		120	144	\$ 21,040
										\$ 99,790
Phase 400 - Bidding Services										
Task 300001 - WTR WWW-GN Design (PER)	10		5	5	10				30	\$ 4,375
Task 300002 - STH FED-GN Electrical Facilities Eval (PER)						4	5		9	\$ 1,500
Task 300003 - IND FED-GN I&C Detailed Design						5		5	10	\$ 1,750
										\$ 7,625
Phase 900 - Expenses										
Task 900001 - ADH										\$ 550
Total, Billings	240	249	120	281	427	269	255	255	793	\$ 161,225



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **ARDOT - Dedication of Right of Way on Highway 112 for the Highway 412 Springdale Bypass project (012305)**

RECOMMENDATION:

Staff recommends the City Council approve the dedication of approximately 0.08 acres of right of way to the Arkansas Department of Transportation for use on the Highway 412 Springdale Bypass project and authorize the Mayor to sign all documents related to said dedication.

BACKGROUND:

ARDOT is planning improvements along Highway 112 from Highway 412 north to Interstate 612. These improvements are entirely outside the City of Fayetteville City Limits and outside our Water Service Boundary. However, the tract of land (Identified by ARDOT as Tract 58) is a parcel owned by Fayetteville for use with our upcoming West Transmission Waterline project. On this property a cathodic protection facility will be constructed to protect our future pipeline.

The requested right of way dedication by ARDOT will allow for roadway widening. Fayetteville needs access drives and gates at this property for future use, as none exist today. Negotiations have been made with ARDOT such that dedication of this right of way will be accompanied by ARDOT installation of concrete curb cut, drive aprons, and fence gates.

DISCUSSION:

The water/sewer division supports this request as it will allow ARDOT the room they need for their widening efforts and will provide access upgrades to the City property.

BUDGET/STAFF IMPACT:

No impacts.

ATTACHMENTS: SRF (#3) , Agreement for Donation of Real Estate (#4), Temporary Construction Easement Donation (#5), Map of Area (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1094

ARDOT - Dedication of Right of Way on Highway 112 for the Highway 412 Springdale Bypass project (012305)

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO CONVEY 0.08 ACRES OF RIGHT-OF-WAY TO THE ARKANSAS STATE HIGHWAY COMMISSION FOR USE ON THE HIGHWAY 412 SPRINGDALE BYPASS PROJECT

WHEREAS, ARDOT is planning improvements along Highway 112 from Highway 412 north to Interstate 612; and

WHEREAS, the improvements will affect a tract of land owned by Fayetteville associated with the City's upcoming West Transmission Waterline project; and

WHEREAS, the dedication of this right-of-way will be accompanied by ARDOT installation of concrete curb cut, drive aprons, and fence gates, which will allow for better access to the City's land.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to convey 0.08 acres of right-of-way to the Arkansas State Highway Commission for use on the Highway 412 Springdale Bypass Project and further authorizes Mayor Rawn to sign all documents related to said dedication.

City of Fayetteville Staff Review Form

2024-1094

Item ID

1/7/2025

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

Tim Nyander

12/17/2024

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the City Council approve the dedication of approximately 0.08 acres of right of way to the Arkansas Department of Transportation for use on the Highway 412 Springdale Bypass project and authorize the Mayor to sign all documents related to said dedication.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

JOB NAME: HWY. 412 – SPRINGDALE BYPASS (S)

JOB NO. 012305
TRACT NO. 58

AGREEMENT FOR DONATION
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Fayetteville

Address: 113 W. Mountain Street, Fayetteville, AR 72701

Grantee: Arkansas State Highway Commission

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby agree, without any remuneration or monetary consideration, to donate to the Arkansas State Highway Commission, Grantee, and unto its successors and assigns, upon the terms and conditions hereinafter set forth, the following lands situated in the County of Clark, State of Arkansas, to-wit:

LEGAL DESCRIPTION

Part of the Northeast Quarter of the Northeast Quarter of Section 36 in Township 18 North, Range 31 West, Washington County, Arkansas, more particularly described as follows:

Commencing at a 10 inch x 4 inch limestone being used as the Northeast corner of said Section 36; thence South 03°07'27" West along the East line of said Section 36 a distance of 798.77 feet to a point; thence North 86°37'46" West a distance of 909.62 feet to a point on the Northeasterly right of way of Arkansas State Highway 112 (N. Maestri Road) as established by ARDOT Job 012305 for the POINT OF BEGINNING; thence South 03°20'51" East along said right of way line a distance of 51.26 feet to a point; thence North 86°53'59" West a distance of 67.62 feet to a point on the Northeasterly right of way of Arkansas State Highway 112 (N. Maestri Road) as described on a warranty deed filed October 17, 1986 at Book 1198, Page 266 and shown on a survey dated September 14, 1986 filed 076518; thence North 06°31'18" West along said right of way line a distance of 52.00 feet to a point; thence South 86°37'46" East a distance of 70.56 feet to the POINT OF BEGINNING and containing 0.08 acres (3,529 square feet) more or less, as shown on plans referenced as ARDOT Job 012305.

CTA/fls 11/03/22

In Accordance with Public Law 91-646 as Amended by Public Law 100-17, Title III, Section 301, et seq. of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor/s is/are entitled to receive an appraisal to establish the value of the lands donated as well as just compensation for such donation. Grantor/s does/do hereby waive receipt of the authorized appraisal of the (lands) donated and do hereby waive all of her/his/their right/s to any compensation or monetary remuneration for the property described herein.

WITNESS our hands on this day of , 2024.

[SEAL]

ATTEST:

Kara Paxton, City Clerk

STATE OF ARKANSAS)
COUNTY OF) SS.

WITNESS my hand and seal on this _____ day of _____, 2024.

MY COMMISSION EXPIRES: _____
Notary Public

JOB: 012305
TRACT: 58E - 1

**D O N A T I O N
T E M P O R A R Y C O N S T R U C T I O N E A S E M E N T**

KNOW ALL MEN BY THESE PRESENTS:

IN CONSIDERATION of the mutual benefits inuring to the City of Fayetteville, Grantor, and the Arkansas State Highway Commission, Grantee, do hereby give and grant to the Arkansas State Highway Commission, an exclusive temporary easement for construction purposes, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 012305, and designated as Tract 58E – 1 situated in the County of Washington, State of Arkansas.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

THIS temporary easement as conditioned above shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

IN ACCORDANCE with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor has the right to receive just compensation for the subject property. Also, the Grantor is entitled to an appraisal of the subject property. Execution of this agreement will release the Arkansas State Highway Commission from the obligation of providing just compensation and an appraisal.

WITNESS my signature of this _____ day of _____, 2024.

**CITY OF FAYETTEVILLE, ARKANSAS
A Municipal Corporation**

By:

Molly A. Rawn, Mayor

ATTEST:

[SEAL]

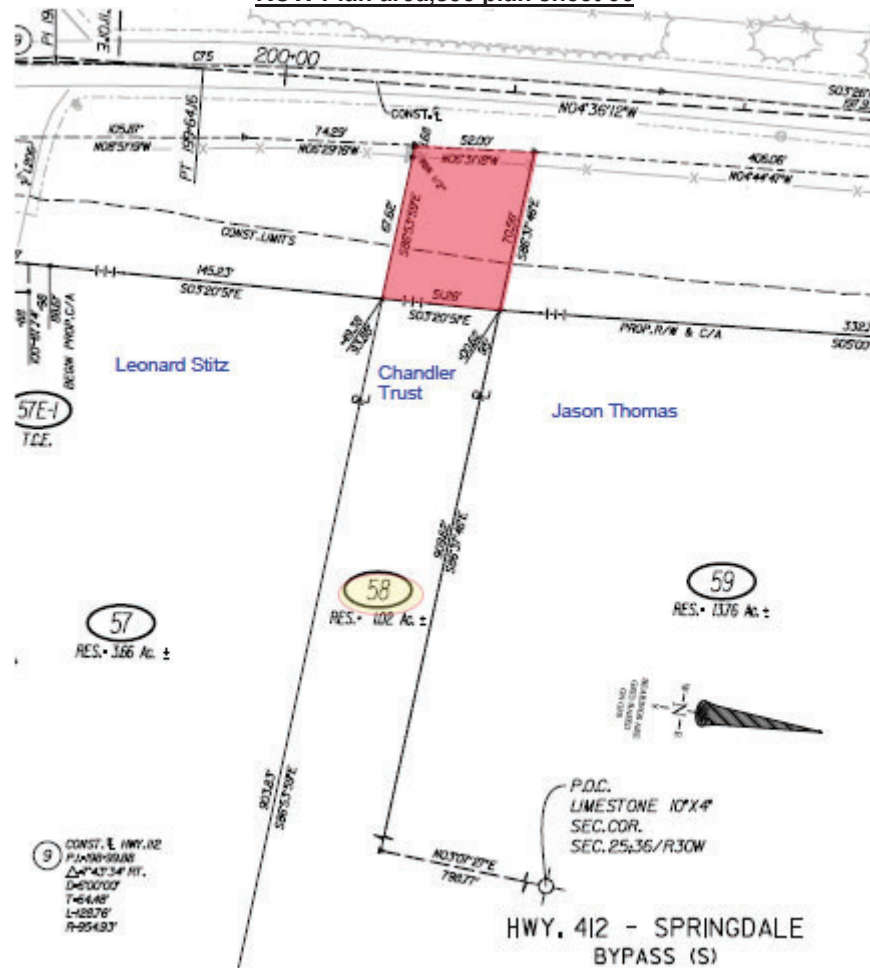
Kara Paxton, City Clerk

STATE OF ARKANSAS)
) SS.
COUNTY OF)

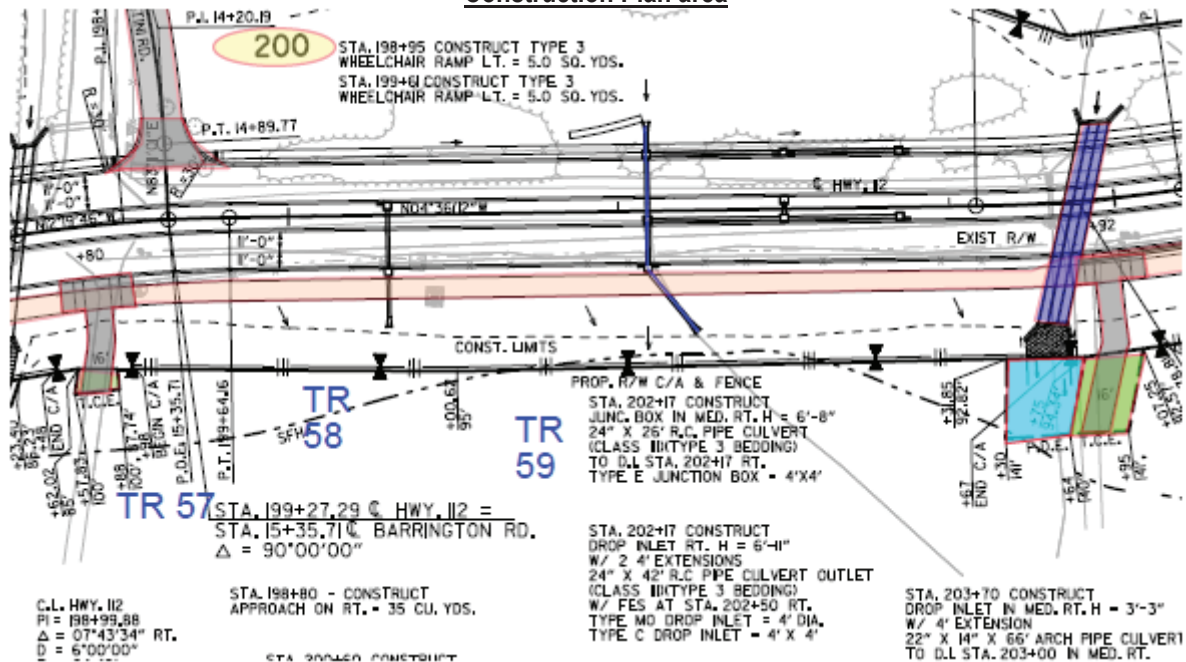
WITNESS my hand and seal on this _____ day of _____, 2024.

Notary Public

ROW Plan area, see plan sheet 35



Construction Plan area





MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Alan Pugh, Staff Engineer
SUBJECT: **Approval of engineering contract amendment 5 with Hawkins-Weir Engineers, Inc. in the amount of \$169,800.00 for the daily construction observation services associated with the Sunbridge and College drainage project and associated budget adjustment.**

RECOMMENDATION:

Staff recommends approval of engineering contract amendment 5 with Hawkins-Weir Engineers, Inc. in the amount of \$169,800.00 for the daily construction observation services associated with the Sunbridge and College drainage project and associated budget adjustment.

BACKGROUND:

This area was identified as a priority after the 2017 flooding event due to structure flooding as well as significant property damage and street flooding. The City Council approved the construction contract with Tri-Star Contractors on August 6, 2024.

DISCUSSION:

This contract amendment would cover the required daily construction observation associated with the construction of the Sunbridge and College Drainage Improvements Phase I.

BUDGET/STAFF IMPACT:

The proposed funding source is the 2019 Drainage Bond Funds

ATTACHMENTS: SRF (#3) , BA (#4), Sunbridge and College Amendment 5 (#5), 204-24 Resolution(#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-964

Approval of engineering contract amendment 5 with Hawkins-Weir Engineers, Inc. in the amount of \$169,800.00 for the daily construction observation services associated with the Sunbridge and College drainage project and associated budget adjustment.

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE AMOUNT OF \$169,800.00 FOR CONSTRUCTION OBSERVATION SERVICES ASSOCIATED WITH THE PROJECT TO ALLEVIATE FLOODING NEAR THE NORTH COLLEGE AVENUE AND EAST SUNBRIDGE DRIVE INTERSECTION, AND TO APPROVE A BUDGET ADJUSTMENT– 2019 DRAINAGE BOND PROJECT

WHEREAS, on September 17, 2019, the City Council passed Resolution 211-19 to authorize Mayor Jordan to sign a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for conceptual drainage design services to alleviate the flooding at the intersection of North College Avenue and East Sunbridge Drive; and

WHEREAS, on August 6, 2024, the City Council approved a contract with Tri-Star Contractors for construction of the drainage improvements; and

WHEREAS, Amendment No. 5 to the contract with Hawkins-Weir Engineers provides for daily construction observation services.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Amendment No. 5 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount of \$169,800.00 for construction observation services associated with the project to alleviate flooding near the intersection of North College Avenue and East Sunbridge Avenue.

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

City of Fayetteville Staff Review Form

2024-964

Item ID

1/7/2025

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

Chris Brown

12/10/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of engineering contract amendment 5 with Hawkins-Weir Engineers, Inc. in the amount of \$169,800.00 for the daily construction observation services associated with the Sunbridge and College drainage project and associated budget adjustment.

Budget Impact:

4704.860.7415-5860.02

Improvements Bridge and Drainage

Account Number

Fund

46040.7415.1000

Sunbridge College Drainage

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 6,490,874.00

Expenses (Actual+Encum)

\$ 5,938,627.88

Available Budget

\$ 552,246.12

Does item have a direct cost? Yes

Item Cost

\$ 169,800.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 169,800.00

Remaining Budget

\$ 552,246.12

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 204-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025 (BY)	ENGINEERING (621)	
	Requestor: Chris Brown	

Approval of engineering contract amendment 5 with Hawkins-Weir Engineers, Inc. in the amount of \$169,800.00 for the daily construction observation services associated with the Sunbridge and College drainage project and associated budget adjustment.

	COUNCIL DATE:	1/7/2025
	ITEM ID#:	2024-964
		<i>Kevin Springer</i>
		<i>12/11/2024 4:44 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	1/7/2025
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

AMENDMENT NO. 5
TO THE
AGREEMENT For PROFESSIONAL ENGINEERING SERVICES
BETWEEN
CITY OF FAYETTEVILLE, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Sunbridge/College, Phase 1 Drainage Project (HW Project No. 2019070)**, dated September 17, 2019, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 5.

SECTION 1 – SCOPE OF SERVICES

1.1 The City of Fayetteville Engineering Department has directed the Engineer to amend services included in the AGREEMENT for the PROJECT. These amended services include the additional services necessary to complete Construction Phase Services (Task 5). Detailed services included in AMENDMENT NO. 5 are included in the attached Appendix A, Scope of Services.

SECTION 2 – TIME OF SERVICE

2.1 The additional scope of services defined as Task 5 above will be completed within 390 calendar days added to the 1,100 calendar days provided in the AGREEMENT and previous AMENDMENT NOS. 1, 2, 3, AND 4.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed One Hundred Sixty-Nine Thousand Eight Hundred and 00/100 Dollars (\$169,800.00) without written approval

of Owner. These additional services adjust the Agreement's not to exceed fee to \$629,440.00 and the not to exceed reimbursable expenses to \$24,300.00, for a total contract amount of **\$653,740.00**.

Attachments: Appendix A, Scope of Services dated December 6, 2024
Appendix B, Fee Proposal Breakdown dated December 2024

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Honorable Molly Rawn, Mayor

Date: _____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

By:  _____
J. Kyle Salyer, P.E., P.S.
Vice President

Date: 12-6-2024



Appendix A
Amendment No. 5 Scope of Services
Sunbridge Drive and College Avenue
Drainage Improvements
City of Fayetteville, Arkansas
HWEI Project No. 2019070
December 6, 2024



Hawkins-Weir Engineers, Inc. (HW) proposes to provide the following additional services necessary to complete the Construction Phase Services.

Task Description:

Task 5 – Construction Phase Services (Items 1 through 9 Were Included in Amendment No. 4)

1. Conduct a Pre-Construction Conference with the Owner and Contractor
2. Conduct a field survey to establish control monumentation
3. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, testing results, field orders, and change orders as directed by the Owner
4. Provide a weekly project site visit during the construction of the public utilities, street, and drainage improvements (based on 1 hour per week and a construction period of 52 weeks)
5. Assist the Owner with preparation of monthly pay requests (based on 12-month construction period)
6. Coordinate and conduct a final inspection with the Owner and the Contractor, and prepare a punch list of deficient construction items for the Contractor to address
7. Conduct as-built surveys of the completed water and sanitary sewer improvements
8. Conduct as-built surveys of the completed drainage improvements
9. Prepare Record Drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives

10. Provide part-time construction observation of the construction activities



Appendix B
Amendment No. 5 Fee Proposal
Sunbridge Drive and College Avenue
Drainage Improvements
City of Fayetteville, Arkansas
HWEI Project No. 2019070
December 2024



Task 5 - Construction Phase Services

	Engr VII	Engr IV	Tech IV	Tech I	Insp II	Surveyor	GPS Survey
1. Conduct Pre-Construction Conference with the Owner and Contractor							
2. Conduct a field survey to establish control monumentation							
3. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, field orders, and change orders as directed by the Owner							
4. Provide a weekly project site visit during construction of the improvements ⁽¹⁾							
5. Assists the Owner with preparation of Monthly Pay Requests							
6. Coordinate and conduct a final inspection with the Owner and Contractor, and prepare a punch list of deficient construction items for the Contractor to address							
7. Conduct as-built surveys of completed water and sanitary sewer improvements							
8. Conduct as-built surveys of completed drainage improvements							
9. Prepare record Drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives							
TOTAL HOURS =	0	0	0	0	0	0	0
Task Subtotal							

Task 5, Items 1 through 9
Were Included in
Amendment No. 3

Task 5 - Construction Phase Services

	Engr VII	Engr V	Tech IV	Tech I	Engr II	Surveyor	GPS Survey
10. Provide part-time construction observation of the construction activities ⁽²⁾		224			1,000		
TOTAL HOURS =	0	224	0	0	1,000	0	0
Task Subtotal							\$169,800

(1) Based on 390-calendar day Contract Time (360-calendar days until substantial completion, and 30-calendar days until final completion thereafter).
Site visit is based on 1-hour per week through the substantial completion date for Eng. IV.

(2) Based on 390-calendar day Contract Time (360-calendar days until substantial completion, and 30-calendar days until final completion thereafter).
Construction Part-Time Inspection is based on 40-hours per week through the 360 days until substantial completion and 20-hours per week for the final 30 days.

Engineering Services Summary

Task 5 Construction Phase Services (Item 10)	\$169,800
Total Amendment No. 5 Fee - Not to Exceed	\$169,800



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

Resolution: 204-24

File Number: 2024-333

TRI-STAR CONTRACTORS, LLC. (SERVICE CONTRACT):

A RESOLUTION TO AUTHORIZE A CONTRACT WITH TRI STAR CONTRACTORS, LLC. IN THE AMOUNT OF \$5,825,361.25 FOR THE SUNBRIDGE AND COLLEGE DRAINAGE PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$550,000.00, AND TO APPROVE A BUDGET ADJUSTMENT 2019 DRAINAGE IMPROVEMENT BOND PROJECT

WHEREAS, the area at Sunbridge and College was identified as a priority after the 2017 flooding event due to structure flooding as well as significant property damage and street flooding; and

WHEREAS, this Sunbridge and College Drainage Project includes the installation of culverts, inlets and drainage structures along with utility relocation along North Villa Boulevard and East Granada Street to alleviate structure flooding and property damage in the area.

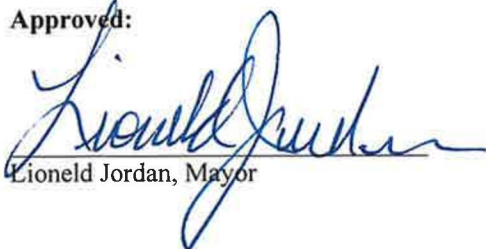
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract with Tri Star Contractors, LLC in the amount of \$5,825,361.25 for the Sunbridge and College Drainage Project, and further approves a project contingency in the amount of \$550,000.00.

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.

PASSED and APPROVED on August 6, 2024

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF AUGUST 6, 2024

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Alan Pugh, Staff Engineer
SUBJECT: **Approval of a construction contract with Tri-Star Contractors LLC in the amount of \$5,825,361.25 for the Sunbridge and College drainage project along with a \$550,000 contingency and associated budget adjustment.**

RECOMMENDATION:

Staff recommends approval of a construction contract with Tri-Star Contractors LLC in the amount of \$5,825,361.25 for the Sunbridge and College drainage project along with a \$550,000 contingency and associated budget adjustment.

BACKGROUND:

This area was identified as a priority after the 2017 flooding event due to structure flooding as well as significant property damage and street flooding. Two structures have been reported City as flooding during heavy rains, at least one additional structure has had water intrusion and many others are receiving property damage or at risk of flooding. Significant road flooding also occurs along N Villa Blvd E Granada St. This project was originally designed to also alleviate flooding at the intersection of Sunbridge and College. Although the proposed downstream improvements should help the intersection, the upstream portion of the project at College Avenue is scheduled for a future phase due to the original bids being significantly over the available budget.

DISCUSSION:

The proposed project includes the installation of culverts, inlets and drainage structures along with utility relocation along N Villa Blvd and E Granada St to alleviate structure flooding and property damage in the area.

BUDGET/STAFF IMPACT:

The proposed funding source is the 2019 Drainage Bond Funds.

ATTACHMENTS: SRF (#3), BA (#4), Agreement Between Owner and Contractor (#5), Bid 24-32, Bid Tab - Final (#6), Bid 24-32, Submittal - Tri Star Contractors LLC - P (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-333

Approval of a construction contract with Tri-Star Contractors LLC in the amount of \$5,825,361.25 for the Sunbridge and College drainage project along with a \$550,000 contingency and associated budget adjustment.

A RESOLUTION TO AUTHORIZE A CONTRACT WITH TRI STAR CONTRACTORS, LLC. IN THE AMOUNT OF \$5,825,361.25 FOR THE SUNBRIDGE AND COLLEGE DRAINAGE PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$550,000.00, AND TO APPROVE A BUDGET ADJUSTMENT 2019 DRAINAGE IMPROVEMENT BOND PROJECT

WHEREAS, the area at Sunbridge and College was identified as a priority after the 2017 flooding event due to structure flooding as well as significant property damage and street flooding; and

WHEREAS, this Sunbridge and College Drainage Project includes the installation of culverts, inlets and drainage structures along with utility relocation along North Villa Boulevard and East Granada Street to alleviate structure flooding and property damage in the area.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract with Tri Star Contractors, LLC in the amount of \$5,825,361.25 for the Sunbridge and College Drainage Project, and further approves a project contingency in the amount of \$550,000.00.

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

City of Fayetteville Staff Review Form

2024-333

Item ID

8/6/2024

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

Chris Brown

7/9/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a construction contract with Tri-Star Contractors LLC in the amount of \$5,825,361.25 for the Sunbridge and College drainage project along with a \$550,000 contingency and associated budget adjustment.

Budget Impact:

4704.860.7415-5817.00

Improvements Bridge and Drainage

Account Number

Fund

46040.7415.1000

Sunbridge College Drainage

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 90,021.00

Expenses (Actual+Encum)

\$ 89,366.80

Available Budget

\$ 654.20

Does item have a direct cost? Yes

Item Cost

\$ 5,825,361.25

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 6,375,362.00

Remaining Budget

\$ 550,654.95

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	ENGINEERING (621)	
	Requestor: Chris Brown	

Approval of a construction contract with Tri-Star Contractors LLC in the amount of \$5,825,361.25 for the Sunbridge and College drainage project along with a \$550,000 contingency and associated budget adjustment.

[illegible]

DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: College and Sunbridge Drainage

Contract No.: 24-32, Construction

THIS AGREEMENT is dated as of the 16 day of August in the year 2024 by and between The City of Fayetteville, Arkansas and Tri Star Contractors, LLC (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The construction of approximately 1,900 linear feet of drainage improvements, the associated roadway reconstruction and rehabilitation to install and construct the drainage improvements, and the associated public utility relocations.

Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Open burning is not allowed on City projects.

Blasting is not allowed on City projects.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to the City's online bidding portal for bid items and quantities

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within 360 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within 390 calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 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.
1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

- I. Contractor has given The City of Fayetteville's Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by The City of Fayetteville's Purchasing Division is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: COLLEGE AND SUNBRIDGE DRAINAGE, BID 24-32, CONSTRUCTION.
 - 8. Addenda numbers 1 and 2 inclusive.
 - 9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may

DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. 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.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on August 16, 2024 which is the Effective Date of the Agreement.

CONTRACTOR:

CITY OF FAYETTEVILLE

By: _____

Nicholas Goedereis

Nicholas Goedereis

(Signature)

By: _____

Lionel Jordan

Lionel Jordan

(Signature)

Title: President

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

Attest

(SEAL)

Gaven Goedereis

Attest

(SEAL)

Kara Paxton
Kara Paxton
City Clerk Treasurer



DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices

1910 Waukesha Rd

Siloam Springs, AR 72761

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0186220525

Agent for Service of process

Nicholas Goedereis

(Type or legibly print)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

END OF DOCUMENT



BID TABULATION

Bid 24-32, Construction - College and Sunbridge Drainage

DEADLINE: Thursday, June 13, 2024 at 2:00 PM

Certification of Funds: \$5,500,000.00 (\$6,875,000.00 total allowed)

				Tri Star Contractors LLC	
				Total	\$5,825,361.25
Line #	Description	QTY	UOM	Unit	Extended
1	Mobilization (Not to Exceed 5% of Total Base Bid, NOT including bonds and insurance or Trench and Excavation Safety)	1	LS	\$200,000.00	\$200,000.00
2	Bonds and Insurance	1	LS	\$171,656.25	\$171,656.25
3	Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly	1	LS	\$15,000.00	\$15,000.00
4	Roadway Construction Control	1	LS	\$55,000.00	\$55,000.00
5	Clearing, Grubbing, & Demolition	1	LS	\$75,000.00	\$75,000.00
6	Rock Excavation	200	CY	\$180.00	\$36,000.00
7	Select Embankment	200	CY	\$35.00	\$7,000.00
8	Embankment	400	CY	\$35.00	\$14,000.00
9	4" Topsoil Placement (Yard Areas)	6450	SY	\$25.00	\$161,250.00
10	Undercut and Stone Backfill	100	TON	\$150.00	\$15,000.00
11	18" Class III RCP (Under Pavement)	550	LF	\$85.00	\$46,750.00
12	24" Class III RCP (Under Pavement)	130	LF	\$95.00	\$12,350.00
13	4' Drop Inlet (Circular)	6	EA	\$5,900.00	\$35,400.00
14	5' Drop Inlet (Circular)	3	EA	\$6,900.00	\$20,700.00
15	6' Drop Inlet (Circular)	1	EA	\$7,900.00	\$7,900.00
16	4' x 4' Drop Inlet (Type S)	2	EA	\$6,500.00	\$13,000.00
17	4' x 5' Drop Inlet (Type S)	7	EA	\$6,750.00	\$47,250.00
18	5' x 5' Drop Inlet (Type S)	1	EA	\$6,900.00	\$6,900.00
19	5' Junction Box (Circular)	1	EA	\$6,250.00	\$6,250.00
20	12' x 12' Junction Box (Special)	2	EA	\$13,000.00	\$26,000.00
21	4' Drop Inlet Extension	5	EA	\$2,900.00	\$14,500.00
22	8' Drop Inlet Extension	15	EA	\$5,800.00	\$87,000.00
23	Access Manhole Frame and Cover	6	EA	\$750.00	\$4,500.00
24	9' x 3' Precast Concrete Box Culvert	1513	LF	\$1,100.00	\$1,664,300.00
25	9' x 3' Precast Concrete Box Culvert Bend	8	EA	\$8,500.00	\$68,000.00
26	Wingwalls and Appurtenances (9' x 3' Box Culvert STA 0+12)	1	LS	\$40,000.00	\$40,000.00
27	Wingwalls and Appurtenances (9' x 3' Box Culvert STA 15+25)	1	LS	\$22,000.00	\$22,000.00
28	Channel Excavation (Plan Quantity)	850	CY	\$35.00	\$29,750.00
29	Concrete Ditch Paving	41	SY	\$75.00	\$3,075.00
30	Erosion Control Blanket	125	SY	\$100.00	\$12,500.00
31	Turf Reinforcement Mat	950	SY	\$120.00	\$114,000.00
32	Native Sandstone Rip Rap	225	SY	\$150.00	\$33,750.00
33	Flowable Select Material	160	CY	\$200.00	\$32,000.00
34	4" Aggregate Base Course	1800	SY	\$35.00	\$63,000.00
35	8" Aggregate Base Course	3900	SY	\$70.00	\$273,000.00
36	Prime Coat	3900	SY	\$10.00	\$39,000.00
37	Asphalt Concrete Hot Mix Surface Course (9.5 MM)	635	TON	\$145.00	\$92,075.00
38	Asphalt Concrete Patching for Maintenance of Traffic	80	TON	\$175.00	\$14,000.00
39	24" Concrete Curb and Gutter (Type A)	1830	LF	\$24.00	\$43,920.00
40	Concrete Curb	780	LF	\$24.00	\$18,720.00
41	4" Thick Concrete Sidewalk	400	SY	\$82.00	\$32,800.00
42	Concrete Driveway Aprons	550	SY	\$100.00	\$55,000.00
43	Concrete Driveway	600	SY	\$120.00	\$72,000.00
44	Asphalt Driveway	50	SY	\$120.00	\$6,000.00
45	Seeding and Mulching	1	ACRE	\$6,500.00	\$6,500.00
46	Solid Sod	3250	SY	\$5.50	\$17,875.00
47	Additional Watering	50	MG	\$250.00	\$12,500.00
48	Remove and Replace Mailboxes	50	EA	\$700.00	\$35,000.00
49	4" Pavement marking (Paint)	300	LF	\$9.00	\$2,700.00
50	Pavement Symbols (Paint)	2	EA	\$950.00	\$1,900.00
51	Street Sign Installation	12	EA	\$700.00	\$8,400.00
52	Erosion Control	1	LS	\$50,000.00	\$50,000.00
53	Traffic Control and Maintenance	1	LS	\$75,000.00	\$75,000.00
54	6' Wood Privacy Fence	250	LF	\$60.00	\$15,000.00
55	Gates for 6' Wood Privacy Fence	30	LF	\$62.00	\$1,860.00

56	6' Wood Privacy Fence with Metal Fence Posts	150	LF	\$90.00	\$13,500.00
57	Gates for 6' Wood Privacy Fence with Metal Fence Posts	15	LF	\$64.00	\$960.00
58	8' Wood Privacy Fence	30	LF	\$83.00	\$2,490.00
59	Temporary Fencing	500	LF	\$16.00	\$8,000.00
60	Cast-in-Place Detectable Warning Panel	60	SF	\$50.00	\$3,000.00
61	Handicap Access Ramp	52	SY	\$100.00	\$5,200.00
62	Project Signs	2	EA	\$5,000.00	\$10,000.00
63	Steel Guiderail	110	LF	\$250.00	\$27,500.00
64	Cold Milling Pavement	1400	SY	\$35.00	\$49,000.00
65	Tree Protection Fencing	200	LF	\$7.50	\$1,500.00
66	6" Concrete Pavement	210	SY	\$120.00	\$25,200.00
67	Concrete Patch (Pavement Repair)	415	SY	\$95.00	\$39,425.00
68	6" PC Concrete Base	110	SY	\$250.00	\$27,500.00
69	Modular Block Retaining Wall	350	SF	\$200.00	\$70,000.00
70	Remove and Replace Landscaping	1	LS	\$135.00	\$135.00
71	Furnish and Install 2" Caliper Tree	20	EA	\$2,200.00	\$44,000.00
72	Remove and Reinstall Lightpole	2	EA	\$4,500.00	\$9,000.00
73	Construction Staking	1	EA	\$40,000.00	\$40,000.00
74	Construction Staking for Water and Sewer	1	LS	\$15,000.00	\$15,000.00
75	Traffic Control for Water and Sewer	1	LS	\$40,000.00	\$40,000.00
76	Mobilization for Water and Sewer	1	LS	\$30,000.00	\$30,000.00
77	Trench and Excavation Safety Systems for Water and Sewer	1	LS	\$12,000.00	\$12,000.00
78	Clearing, Grubbing, & Demolition for Water and Sewer	1	LS	\$55,000.00	\$55,000.00
79	Erosion Control for Water and Sewer	1	LS	\$35,000.00	\$35,000.00
80	Wastewater Bypass Pumping	1	LS	\$35,000.00	\$35,000.00
81	Undercut and Backfill for Water and Sewer	100	CY	\$50.00	\$5,000.00
82	Rock Excavation for Water and Sewer	150	CY	\$300.00	\$45,000.00
83	Granular Backfill (Trenches)	1950	CY	\$55.00	\$107,250.00
84	Flowable Select Material	200	CY	\$200.00	\$40,000.00
85	Concrete Patch (Pavement Repair) for Water and Sewer	200	SY	\$75.00	\$15,000.00
86	Remove and Dispose of Existing Manhole	10	EA	\$1,500.00	\$15,000.00
87	Manhole, 4' Diameter (0-6' Deep)	13	EA	\$6,500.00	\$84,500.00
88	Drop Manhole, 4' Diameter (0-6' Deep)	2	EA	\$7,500.00	\$15,000.00
89	Additional Depth for Manhole, 4' Diameter	50	VF	\$2,200.00	\$110,000.00
90	Modify Existing Manhole Invert	3	EA	\$2,200.00	\$6,600.00
91	Trenching and Bedding (6'-10' Deep)	1700	LF	\$25.00	\$42,500.00
92	Trenching and Bedding (10'-14' Deep)	150	LF	\$35.00	\$5,250.00
93	8" SDR-26 PVC Sewer Main	1700	LF	\$65.00	\$110,500.00
94	8" Class 350 Ductile Iron Sewer Main	100	LF	\$150.00	\$15,000.00
95	4" SCH 40 PVC SS Service Line	1030	LF	\$60.00	\$61,800.00
96	16" Steel Encasement by Open Cut	150	LF	\$400.00	\$60,000.00
97	16" Split Steel Encasement by Open Cut	30	LF	\$500.00	\$15,000.00
98	8" x 4" WYE	40	EA	\$1,100.00	\$44,000.00
99	Two-Way Cleanout	40	EA	\$1,600.00	\$64,000.00
100	Connect to Existing Sewer Service Line	40	EA	\$1,500.00	\$60,000.00
101	Plug and Abandon Existing 8" Sewer Line	5	EA	\$2,900.00	\$14,500.00
102	Post TV Inspection of New Sewer Main	1700	LF	\$15.00	\$25,500.00
103	Furnish and Install Tracer Wire Junction Box	20	EA	\$900.00	\$18,000.00
104	8" DR-14 PVC Water Line	400	LF	\$85.00	\$34,000.00
105	2" SDR-13.5 PVC Water Line	120	LF	\$61.00	\$7,320.00
106	8" x 8" Tapping Sleeve and Valve	8	EA	\$6,500.00	\$52,000.00
107	2" Valve	4	EA	\$2,650.00	\$10,600.00
108	Furnish and Install Ductile Iron Fittings	1300	LBS	\$18.00	\$23,400.00
109	Furnish and Install Tracer Wire Junction Box	12	EA	\$850.00	\$10,200.00
110	Furnish and Install Concrete Thrust Blocking	12	CY	\$500.00	\$6,000.00
111	Remove and Replace Water Service Connection	20	EA	\$2,100.00	\$42,000.00
112	Cut Plug and Abandon Existing Line	10	EA	\$2,100.00	\$21,000.00
113	Connect to Existing Water Line	2	EA	\$3,500.00	\$7,000.00
DEDUCTIVE ALTERNATE #1 - NOT USED				\$1,152,077.00	
DEDUCTIVE ALTERNATE #2 - NOT USED				\$562,639.50 (beyond math error)	

* NOTICE: Bid award is contingent upon supplier meeting minimum specifications and formal authorization by City Officials.

 6/28/24
Kenny Fitch, Purchasing Agent


Amanda Beilfuss, Sr. Purchasing Agent



1910 Waukesha Rd. Siloam Springs, AR 72761

Contractors License # 0186220525

City of Fayetteville
Rec'd by AB

1:52 pm
6/13/24

City of Fayetteville
Purchasing Division
113 W Mountain
Fayetteville, AR 72701
6/13/24 2:00

BID FOR

Bid 24-32-Construction

College and Dunbridge Drive

Event Information

Number: Bid 24-32 Addendum 2
Title: Construction - College and Sunbridge Drainage
Type: Invitation to Bid
Issue Date: 5/19/2024
Response Deadline: 6/13/2024 02:00 PM (CT)
Notes:

The City of The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of approximately 1,900 linear feet of drainage improvements, the associated roadway reconstruction and rehabilitation required to install and construct the drainage improvements, and the associated public utility relocations on sections of College and Sunbridge. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Bid Activities

Pre-Bid Meeting (non-mandatory)

5/29/2024 10:00:00 AM (CT)

A non-mandatory Pre-Bid meeting will be held **Wednesday, May 29, 2024 at 10:00 AM**, in Room #111 of Fayetteville City Hall. All interested parties are encouraged to attend.

Bid Opening

6/13/2024 2:00:00 PM (CT)

Livestreamed on YouTube: Link - <https://www.youtube.com/user/cityoffayettevillear>

Bid Attachments

Bid 24-32, FILE #00 - REQUIRED SIGNATURE FORMS.pdf

[View Online](#)

A duplicate of the Required Signature Forms from the Project Manual is provided as a separate file, as a convenience to bidders to assist with bid preparation and submission.

Bid 24-32, FILE #01 - PROJECT MANUAL.pdf

[View Online](#)

The complete Project Manual for Bid 24-32, Construction - College and Sunbridge Drainage

Bid 24-32, FILE #02 - PLANS.pdf

[View Online](#)

The complete Plan Set/Drawings for Bid 24-32, Construction - College and Sunbridge Drainage

Bid 24-32, FILE #03 - ADDENDUM 1 - 06.07.24.pdf

[View Online](#)

Addendum 1 has been issued for Bid 24-32, Construction - College and Sunbridge Drainage

Bid 24-32, FILE #04 - ADDENDUM 2 - 06.11.24.pdf

[View Online](#)

Addendum 2 has been issued for Bid 24-32, Construction - College and Sunbridge Drainage

Requested Attachments

Bid 24-32, Required Signature Forms

(Attachment required)

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00.

Bid 24-32, Bid Bond

(Attachment required)

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

800094885

(Optional: Maximum 4000 characters allowed)

2 Arkansas Contractor License Number:

0186220525

(Optional: Maximum 4000 characters allowed)

3 Check Yes or No:

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.

☒ Yes, I agree

☐ No, I don't agree

(Optional: Check all that apply)

4 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

(Optional: Check all that apply)

5 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree

(Required: Check all that apply)

Bid Lines

1 Package Header

TOTAL BASE BID

Quantity: 1

Total: \$ 5,825,361.25

Package Items

1.1 Mobilization (Not to Exceed 5% of Total Base Bid, NOT including bonds and insurance or Trench and Excavation Safety)

(Response required)

Quantity: 1 UOM: LS

Price: \$ 200,000.00

Total: \$ 200,000.00

1.2 Bonds and Insurance

(Response required)

Quantity: 1 UOM: LS

Price: \$ 171,656.25

Total: \$ 171,656.25

1.3 Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly

(Response required)

Quantity: 1 UOM: LS

Price: \$ 15,000.00

Total: \$ 15,000.00

1.4 Roadway Construction Control

(Response required)

Quantity: 1 UOM: LS

Price: \$ 55,000.00

Total: \$ 55,000.00

1.5 Clearing, Grubbing, & Demolition

(Response required)

Quantity: 1 UOM: LS

Price: \$ 75,000.00

Total: \$ 75,000.00

1.6 Rock Excavation

(Response required)

Quantity: 200 UOM: CY

Price: \$ 180.00

Total: \$ 36,000.00

1.7 Select Embankment

(Response required)

Quantity: 200 UOM: CY

Price: \$ 35.00

Total: \$ 7,000.00

1.8 Embankment

(Response required)

Quantity: 400 UOM: CY

Price: \$ 35.00

Total: \$ 14,000.00

1.9 4" Topsoil Placement (Yard Areas)

(Response required)

Quantity: 6450 UOM: SY

Price: \$ 25.00

Total: \$ 161,250.00

1.10 Undercut and Stone Backfill*(Response required)*Quantity: 100 UOM: TONPrice: \$ 150.00Total: \$ 15,000.00**1.11 18" Class III RCP (Under Pavement)***(Response required)*Quantity: 550 UOM: LFPrice: \$ 85.00Total: \$ 46,750.00**1.12 24" Class III RCP (Under Pavement)***(Response required)*Quantity: 130 UOM: LFPrice: \$ 95.00Total: \$ 12,350.00**1.13 4' Drop Inlet (Circular)***(Response required)*Quantity: 6 UOM: EAPrice: \$ 5,900.00Total: \$ 35,400.00**1.14 5' Drop Inlet (Circular)***(Response required)*Quantity: 3 UOM: EAPrice: \$ 6,900.00Total: \$ 20,700.00**1.15 6' Drop Inlet (Circular)***(Response required)*Quantity: 1 UOM: EAPrice: \$ 7,900.00Total: \$ 7,900.00**1.16 4' x 4' Drop Inlet (Type S)***(Response required)*Quantity: 2 UOM: EAPrice: \$ 6,500.00Total: \$ 13,000.00**1.17 4' x 5' Drop Inlet (Type S)***(Response required)*Quantity: 7 UOM: EAPrice: \$ 6,750.00Total: \$ 47,250.00**1.18 5' x 5' Drop Inlet (Type S)***(Response required)*Quantity: 1 UOM: EAPrice: \$ 6,900.00Total: \$ 6,900.00**1.19 5' Junction Box (Circular)***(Response required)*Quantity: 1 UOM: EAPrice: \$ 6,250.00Total: \$ 6,250.00**1.20 12' x 12' Junction Box (Special)***(Response required)*Quantity: 2 UOM: EAPrice: \$ 13,000.00Total: \$ 26,000.00**1.21 4' Drop Inlet Extension***(Response required)*Quantity: 5 UOM: EAPrice: \$ 2,900.00Total: \$ 14,500.00**1.22 8' Drop Inlet Extension***(Response required)*Quantity: 15 UOM: EAPrice: \$ 5,800.00Total: \$ 87,000.00

1.23 Access Manhole Frame and Cover*(Response required)*Quantity: 6 UOM: EAPrice: \$ 750.00Total: \$ 4,500.00**1.24 9' x 3' Precast Concrete Box Culvert***(Response required)*Quantity: 1513 UOM: LFPrice: \$ 1,100.00Total: \$ 1,664,300.00**1.25 9' x 3' Precast Concrete Box Culvert Bend***(Response required)*Quantity: 8 UOM: EAPrice: \$ 8,500.00Total: \$ 68,000.00**1.26 Wingwalls and Appurtenances (9' x 3' Box Culvert STA 0+12)***(Response required)*Quantity: 1 UOM: LSPrice: \$ 40,000.00Total: \$ 40,000.00**1.27 Wingwalls and Appurtenances (9' x 3' Box Culvert STA 15+25)***(Response required)*Quantity: 1 UOM: LSPrice: \$ 22,000.00Total: \$ 22,000.00**1.28 Channel Excavation (Plan Quantity)***(Response required)*Quantity: 850 UOM: CYPrice: \$ 35.00Total: \$ 29,750.00**1.29 Concrete Ditch Paving***(Response required)*Quantity: 41 UOM: SYPrice: \$ 75.00Total: \$ 3,075.00**1.30 Erosion Control Blanket***(Response required)*Quantity: 125 UOM: SYPrice: \$ 100.00Total: \$ 12,500.00**1.31 Turf Reinforcement Mat***(Response required)*Quantity: 950 UOM: SYPrice: \$ 120.00Total: \$ 114,000.00**1.32 Native Sandstone Rip Rap***(Response required)*Quantity: 225 UOM: SYPrice: \$ 150.00Total: \$ 33,750.00**1.33 Flowable Select Material***(Response required)*Quantity: 160 UOM: CYPrice: \$ 200.00Total: \$ 32,000.00**1.34 4" Aggregate Base Course***(Response required)*Quantity: 1800 UOM: SYPrice: \$ 35.00Total: \$ 63,000.00**1.35 8" Aggregate Base Course***(Response required)*Quantity: 3900 UOM: SYPrice: \$ 70.00Total: \$ 273,000.00

1.36 Prime Coat*(Response required)*Quantity: 3900 UOM: SY Price: \$ 10.00 Total: \$ 39,000.00**1.37 Asphalt Concrete Hot Mix Surface Course (9.5 MM)***(Response required)*Quantity: 635 UOM: TON Price: \$ 145.00 Total: \$ 92,075.00**1.38 Asphalt Concrete Patching for Maintenance of Traffic***(Response required)*Quantity: 80 UOM: TON Price: \$ 175.00 Total: \$ 14,000.00**1.39 24" Concrete Curb and Gutter (Type A)***(Response required)*Quantity: 1830 UOM: LF Price: \$ 24.00 Total: \$ 43,920.00**1.40 Concrete Curb***(Response required)*Quantity: 780 UOM: LF Price: \$ 24.00 Total: \$ 18,720.00**1.41 4" Thick Concrete Sidewalk***(Response required)*Quantity: 400 UOM: SY Price: \$ 82.00 Total: \$ 32,800.00**1.42 Concrete Driveway Aprons***(Response required)*Quantity: 550 UOM: SY Price: \$ 100.00 Total: \$ 55,000.00**1.43 Concrete Driveway***(Response required)*Quantity: 600 UOM: SY Price: \$ 120.00 Total: \$ 72,000.00**1.44 Asphalt Driveway***(Response required)*Quantity: 50 UOM: SY Price: \$ 120.00 Total: \$ 6,000.00**1.45 Seeding and Mulching***(Response required)*Quantity: 1 UOM: ACRE Price: \$ 6,500.00 Total: \$ 6,500.00**1.46 Solid Sod***(Response required)*Quantity: 3250 UOM: SY Price: \$ 5.50 Total: \$ 17,875.00**1.47 Additional Watering***(Response required)*Quantity: 50 UOM: MG Price: \$ 250.00 Total: \$ 12,500.00**1.48 Remove and Replace Mailboxes***(Response required)*Quantity: 50 UOM: EA Price: \$ 700.00 Total: \$ 35,000.00

1.49 4" Pavement marking (Paint)*(Response required)*Quantity: 300 UOM: LFPrice: \$ 9.00Total: \$ 2,700.00**1.50 Pavement Symbols (Paint)***(Response required)*Quantity: 2 UOM: EAPrice: \$ 950.00Total: \$ 1,900.00**1.51 Street Sign Installation***(Response required)*Quantity: 12 UOM: EAPrice: \$ 700.00Total: \$ 8,400.00**1.52 Erosion Control***(Response required)*Quantity: 1 UOM: LSPrice: \$ 50,000.00Total: \$ 50,000.00**1.53 Traffic Control and Maintenance***(Response required)*Quantity: 1 UOM: LSPrice: \$ 75,000.00Total: \$ 75,000.00**1.54 6' Wood Privacy Fence***(Response required)*Quantity: 250 UOM: LFPrice: \$ 60.00Total: \$ 15,000.00**1.55 Gates for 6' Wood Privacy Fence***(Response required)*Quantity: 30 UOM: LFPrice: \$ 62.00Total: \$ 1,860.00**1.56 6' Wood Privacy Fence with Metal Fence Posts***(Response required)*Quantity: 150 UOM: LFPrice: \$ 90.00Total: \$ 13,500.00**1.57 Gates for 6' Wood Privacy Fence with Metal Fence Posts***(Response required)*Quantity: 15 UOM: LFPrice: \$ 64.00Total: \$ 960.00**1.58 8' Wood Privacy Fence***(Response required)*Quantity: 30 UOM: LFPrice: \$ 83.00Total: \$ 2,490.00**1.59 Temporary Fencing***(Response required)*Quantity: 500 UOM: LFPrice: \$ 16.00Total: \$ 8,000.00**1.60 Cast-in-Place Detectable Warning Panel***(Response required)*Quantity: 60 UOM: SFPrice: \$ 50.00Total: \$ 3,000.00**1.61 Handicap Access Ramp***(Response required)*Quantity: 52 UOM: SYPrice: \$ 100.00Total: \$ 5,200.00

1.62 Project Signs
(Response required)

Quantity: 2 UOM: EA Price: \$ 5,000.00 Total: \$ 10,000.00

1.63 Steel Guiderail
(Response required)

Quantity: 110 UOM: LF Price: \$ 250.00 Total: \$ 27,500.00

1.64 Cold Milling Pavement
(Response required)

Quantity: 1400 UOM: SY Price: \$ 35.00 Total: \$ 49,000.00

1.65 Tree Protection Fencing
(Response required)

Quantity: 200 UOM: LF Price: \$ 7.50 Total: \$ 1,500.00

1.66 6" Concrete Pavement
(Response required)

Quantity: 210 UOM: SY Price: \$ 120.00 Total: \$ 25,200.00

1.67 Concrete Patch (Pavement Repair)
(Response required)

Quantity: 415 UOM: SY Price: \$ 95.00 Total: \$ 39,425.00

1.68 6" PC Concrete Base
(Response required)

Quantity: 110 UOM: SY Price: \$ 250.00 Total: \$ 27,500.00

1.69 Modular Block Retaining Wall
(Response required)

Quantity: 350 UOM: SF Price: \$ 200.00 Total: \$ 70,000.00

1.70 Remove and Replace Landscaping
(Response required)

Quantity: 1 UOM: LS Price: \$ 135.00 Total: \$ 135.00

1.71 Furnish and Install 2" Caliper Tree
(Response required)

Quantity: 20 UOM: EA Price: \$ 2,200.00 Total: \$ 44,000.00

1.72 Remove and Reinstall Lightpole
(Response required)

Quantity: 2 UOM: EA Price: \$ 4,500.00 Total: \$ 9,000.00

1.73 Construction Staking
(Response required)

Quantity: 1 UOM: EA Price: \$ 40,000.00 Total: \$ 40,000.00

1.74 Construction Staking for Water and Sewer
(Response required)

Quantity: 1 UOM: LS Price: \$ 15,000.00 Total: \$ 15,000.00

1.75 Traffic Control for Water and Sewer*(Response required)*Quantity: 1 UOM: LS Price: \$ 40,000.00 Total: \$ 40,000.00**1.76 Mobilization for Water and Sewer***(Response required)*Quantity: 1 UOM: LS Price: \$ 30,000.00 Total: \$ 30,000.00**1.77 Trench and Excavation Safety Systems for Water and Sewer***(Response required)*Quantity: 1 UOM: LS Price: \$ 12,000.00 Total: \$ 12,000.00**1.78 Clearing, Grubbing, & Demolition for Water and Sewer***(Response required)*Quantity: 1 UOM: LS Price: \$ 55,000.00 Total: \$ 55,000.00**1.79 Erosion Control for Water and Sewer***(Response required)*Quantity: 1 UOM: LS Price: \$ 35,000.00 Total: \$ 35,000.00**1.80 Wastewater Bypass Pumping***(Response required)*Quantity: 1 UOM: LS Price: \$ 35,000.00 Total: \$ 35,000.00**1.81 Undercut and Backfill for Water and Sewer***(Response required)*Quantity: 100 UOM: CY Price: \$ 50.00 Total: \$ 5,000.00**1.82 Rock Excavation for Water and Sewer***(Response required)*Quantity: 150 UOM: CY Price: \$ 300.00 Total: \$ 45,000.00**1.83 Granular Backfill (Trenches)***(Response required)*Quantity: 1950 UOM: CY Price: \$ 55.00 Total: \$ 107,250.00**1.84 Flowable Select Material***(Response required)*Quantity: 200 UOM: CY Price: \$ 200.00 Total: \$ 40,000.00**1.85 Concrete Patch (Pavement Repair) for Water and Sewer***(Response required)*Quantity: 200 UOM: SY Price: \$ 75.00 Total: \$ 15,000.00**1.86 Remove and Dispose of Existing Manhole***(Response required)*Quantity: 10 UOM: EA Price: \$ 1,500.00 Total: \$ 15,000.00**1.87 Manhole, 4' Diameter (0-6' Deep)***(Response required)*Quantity: 13 UOM: EA Price: \$ 6,500.00 Total: \$ 84,500.00

1.88 Drop Manhole, 4' Diameter (0-6' Deep)*(Response required)*Quantity: 2 UOM: EAPrice: \$ 7,500.00Total: \$ 15,000.00**1.89 Additional Depth for Manhole, 4' Diameter***(Response required)*Quantity: 50 UOM: VFPrice: \$ 2,200.00Total: \$ 110,000.00**1.90 Modify Existing Manhole Invert***(Response required)*Quantity: 3 UOM: EAPrice: \$ 2,200.00Total: \$ 6,600.00**1.91 Trenching and Bedding (6'-10' Deep)***(Response required)*Quantity: 1700 UOM: LFPrice: \$ 25.00Total: \$ 42,500.00**1.92 Trenching and Bedding (10'-14' Deep)***(Response required)*Quantity: 150 UOM: LFPrice: \$ 35.00Total: \$ 5,250.00**1.93 8" SDR-26 PVC Sewer Main***(Response required)*Quantity: 1700 UOM: LFPrice: \$ 65.00Total: \$ 110,500.00**1.94 8" Class 350 Ductile Iron Sewer Main***(Response required)*Quantity: 100 UOM: LFPrice: \$ 150.00Total: \$ 15,000.00**1.95 4" SCH 40 PVC SS Service Line***(Response required)*Quantity: 1030 UOM: LFPrice: \$ 60.00Total: \$ 61,800.00**1.96 16" Steel Encasement by Open Cut***(Response required)*Quantity: 150 UOM: LFPrice: \$ 400.00Total: \$ 60,000.00**1.97 16" Split Steel Encasement by Open Cut***(Response required)*Quantity: 30 UOM: LFPrice: \$ 500.00Total: \$ 15,000.00**1.98 8" x 4" WYE***(Response required)*Quantity: 40 UOM: EAPrice: \$ 1,100.00Total: \$ 44,000.00**1.99 Two-Way Cleanout***(Response required)*Quantity: 40 UOM: EAPrice: \$ 1,600.00Total: \$ 64,000.00**1.100 Connect to Existing Sewer Service Line***(Response required)*Quantity: 40 UOM: EAPrice: \$ 1,500.00Total: \$ 60,000.00

1.101 Plug and Abandon Existing 8" Sewer Line*(Response required)*Quantity: 5 UOM: EAPrice: \$ 2,900.00Total: \$ 14,500.00**1.102 Post TV Inspection of New Sewer Main***(Response required)*Quantity: 1700 UOM: LFPrice: \$ 15.00Total: \$ 25,500.00**1.103 Furnish and Install Tracer Wire Junction Box***(Response required)*Quantity: 20 UOM: EAPrice: \$ 900.00Total: \$ 18,000.00**1.104 8" DR-14 PVC Water Line***(Response required)*Quantity: 400 UOM: LFPrice: \$ 85.00Total: \$ 34,000.00**1.105 2" SDR-13.5 PVC Water Line***(Response required)*Quantity: 120 UOM: LFPrice: \$ 61.00Total: \$ 7,320.00**1.106 8" x 8" Tapping Sleeve and Valve***(Response required)*Quantity: 8 UOM: EAPrice: \$ 6,500.00Total: \$ 52,000.00**1.107 2" Valve***(Response required)*Quantity: 4 UOM: EAPrice: \$ 2,650.00Total: \$ 10,600.00**1.108 Furnish and Install Ductile Iron Fittings***(Response required)*Quantity: 1300 UOM: LBSPrice: \$ 18.00Total: \$ 23,400.00**1.109 Furnish and Install Tracer Wire Junction Box***(Response required)*Quantity: 12 UOM: EAPrice: \$ 850.00Total: \$ 10,200.00**1.110 Furnish and Install Concrete Thrust Blocking***(Response required)*Quantity: 12 UOM: CYPrice: \$ 500.00Total: \$ 6,000.00**1.111 Remove and Replace Water Service Connection***(Response required)*Quantity: 20 UOM: EAPrice: \$ 2,100.00Total: \$ 42,000.00**1.112 Cut Plug and Abandon Existing Line***(Response required)*Quantity: 10 UOM: EAPrice: \$ 2,100.00Total: \$ 21,000.00**1.113 Connect to Existing Water Line***(Response required)*Quantity: 2 UOM: EAPrice: \$ 3,500.00Total: \$ 7,000.00

2 Package Header

DEDUCTIVE ALTERNATE #1

Deductive Alternate #1 includes removing all work between STA 8+10 to STA 19+00 including sanitary sewer improvements shown as SS Main 2, SS latera 2-A, and SS main 3, and water improvements shown as Water Line 3 and Water Line 4.

Quantity: 1

Total: \$ 2,152,077.00

Package Items

2.1 Embankment

(Response required)

Quantity: 373 UOM: CY

Price: \$ 35.00

Total: \$ 13,055.00

2.2 4" Topsoil Placement (Yard Areas)

(Response required)

Quantity: 4348 UOM: SY

Price: \$ 25.00

Total: \$ 108,700.00

2.3 18" Class III RCP (Under Pavement)

(Response required)

Quantity: 231 UOM: LF

Price: \$ 85.00

Total: \$ 19,635.00

2.4 24" Class III RCP (Under Pavement)

(Response required)

Quantity: 65 UOM: LF

Price: \$ 95.00

Total: \$ 6,175.00

2.5 4' Drop Inlet (Circular)

(Response required)

Quantity: 4 UOM: EA

Price: \$ 5,900.00

Total: \$ 23,600.00

2.6 5' Drop Inlet (Circular)

(Response required)

Quantity: 2 UOM: EA

Price: \$ 6,900.00

Total: \$ 13,800.00

2.7 6' Drop Inlet (Circular)

(Response required)

Quantity: 1 UOM: EA

Price: \$ 7,900.00

Total: \$ 7,900.00

2.8 4' x 4' Drop Inlet (Type S)

(Response required)

Quantity: 1 UOM: EA

Price: \$ 6,500.00

Total: \$ 6,500.00

2.9 5' Junction Box (Circular)

(Response required)

Quantity: 1 UOM: EA

Price: \$ 6,250.00

Total: \$ 6,250.00

2.10 12' x 12' Junction Box (Special)

(Response required)

Quantity: 2 UOM: EA

Price: \$ 13,000.00

Total: \$ 26,000.00

2.11 4' Drop Inlet Extension*(Response required)*Quantity: 1 UOM: EAPrice: \$ 2,900.00Total: \$ 2,900.00**2.12 8' Drop Inlet Extension***(Response required)*Quantity: 9 UOM: EAPrice: \$ 5,800.00Total: \$ 52,200.00**2.13 Access Manhole Frame and Cover***(Response required)*Quantity: 1 UOM: EAPrice: \$ 750.00Total: \$ 750.00**2.14 9' x 3' Precast Concrete Box Culvert***(Response required)*Quantity: 714 UOM: LFPrice: \$ 1,100.00Total: \$ 785,400.00**2.15 9' x 3' Precast Concrete Box Culvert Bend***(Response required)*Quantity: 2 UOM: EAPrice: \$ 8,500.00Total: \$ 17,000.00**2.16 Wingwalls and Appurtenances (9' x 3' Box Culvert STA 15+25)***(Response required)*Quantity: 1 UOM: LSPrice: \$ 22,000.00Total: \$ 22,000.00**2.17 Channel Excavation (Plan Quantity)***(Response required)*Quantity: 850 UOM: CYPrice: \$ 35.00Total: \$ 29,750.00**2.18 Erosion Control Blanket***(Response required)*Quantity: 105 UOM: SYPrice: \$ 100.00Total: \$ 10,500.00**2.19 Turf Reinforcement Mat***(Response required)*Quantity: 852 UOM: SYPrice: \$ 120.00Total: \$ 102,240.00**2.20 Native Sandstone Rip Rap***(Response required)*Quantity: 132 UOM: SYPrice: \$ 150.00Total: \$ 19,800.00**2.21 Flowable Select Material***(Response required)*Quantity: 18 UOM: CYPrice: \$ 200.00Total: \$ 3,600.00**2.22 4" Aggregate Base Course***(Response required)*Quantity: 503 UOM: SYPrice: \$ 35.00Total: \$ 17,605.00**2.23 8" Aggregate Base Course***(Response required)*Quantity: 1475 UOM: SYPrice: \$ 70.00Total: \$ 103,250.00

2.24 Prime Coat*(Response required)*Quantity: 1475 UOM: SY Price: \$ 10.00 Total: \$ 14,750.00**2.25 Asphalt Concrete Hot Mix Surface Course (9.5 MM)***(Response required)*Quantity: 235 UOM: TON Price: \$ 145.00 Total: \$ 34,075.00**2.26 Asphalt Concrete Patching for Maintenance of Traffic***(Response required)*Quantity: 7 UOM: TON Price: \$ 175.00 Total: \$ 1,225.00**2.27 24" Concrete Curb and Gutter (Type A)***(Response required)*Quantity: 891 UOM: LF Price: \$ 24.00 Total: \$ 21,384.00**2.28 Concrete Curb***(Response required)*Quantity: 248 UOM: LF Price: \$ 24.00 Total: \$ 5,952.00**2.29 4" Thick Concrete Sidewalk***(Response required)*Quantity: 175 UOM: SY Price: \$ 82.00 Total: \$ 14,350.00**2.30 Concrete Driveway Aprons***(Response required)*Quantity: 203 UOM: SY Price: \$ 100.00 Total: \$ 20,300.00**2.31 Concrete Driveway***(Response required)*Quantity: 308 UOM: SY Price: \$ 120.00 Total: \$ 36,960.00**2.32 Seeding and Mulching***(Response required)*Quantity: 1 UOM: ACRE Price: \$ 6,500.00 Total: \$ 6,500.00**2.33 Solid Sod***(Response required)*Quantity: 1398 UOM: SY Price: \$ 5.50 Total: \$ 7,689.00**2.34 Remove and Replace Mailboxes***(Response required)*Quantity: 19 UOM: EA Price: \$ 700.00 Total: \$ 13,300.00**2.35 Street Sign Installation***(Response required)*Quantity: 1 UOM: EA Price: \$ 700.00 Total: \$ 700.00**2.36 6' Wood Privacy Fence***(Response required)*Quantity: 83 UOM: LF Price: \$ 60.00 Total: \$ 4,980.00

2.37 Gates for 6' Wood Privacy Fence*(Response required)*Quantity: 10 UOM: LF Price: \$ 62.00 Total: \$ 620.00**2.38 Cast-in-Place Detectable Warning Panel***(Response required)*Quantity: 40 UOM: SF Price: \$ 50.00 Total: \$ 2,000.00**2.39 Handicap Access Ramp***(Response required)*Quantity: 24 UOM: SY Price: \$ 100.00 Total: \$ 2,400.00**2.40 Cold Milling Pavement***(Response required)*Quantity: 292 UOM: SY Price: \$ 35.00 Total: \$ 10,220.00**2.41 6" Concrete Pavement***(Response required)*Quantity: 156 UOM: SY Price: \$ 120.00 Total: \$ 18,720.00**2.42 Concrete Patch (Pavement Repair)***(Response required)*Quantity: 63 UOM: SY Price: \$ 95.00 Total: \$ 5,985.00**2.43 6" PC Concrete Base***(Response required)*Quantity: 39 UOM: SY Price: \$ 250.00 Total: \$ 9,750.00**2.44 Modular Block Retaining Wall***(Response required)*Quantity: 350 UOM: SF Price: \$ 200.00 Total: \$ 70,000.00**2.45 Furnish and Install 2" Caliper Tree***(Response required)*Quantity: 6 UOM: EA Price: \$ 2,200.00 Total: \$ 13,200.00**2.46 Rock Excavation for Water and Sewer***(Response required)*Quantity: 5 UOM: CY Price: \$ 300.00 Total: \$ 1,500.00**2.47 Granular Backfill (Trenches)***(Response required)*Quantity: 820 UOM: CY Price: \$ 55.00 Total: \$ 45,100.00**2.48 Concrete Patch (Pavement Repair) for Water and Sewer***(Response required)*Quantity: 21 UOM: SY Price: \$ 75.00 Total: \$ 1,575.00**2.49 Remove and Dispose of Existing Manhole***(Response required)*Quantity: 5 UOM: EA Price: \$ 1,500.00 Total: \$ 7,500.00

2.50 Manhole, 4' Diameter (0-6' Deep)*(Response required)*Quantity: 5 UOM: EAPrice: \$ 6,500.00Total: \$ 32,500.00**2.51 Drop Manhole, 4' Diameter (0-6' Deep)***(Response required)*Quantity: 1 UOM: EAPrice: \$ 7,500.00Total: \$ 7,500.00**2.52 Additional Depth for Manhole, 4' Diameter***(Response required)*Quantity: 19 UOM: VFPrice: \$ 2,200.00Total: \$ 41,800.00**2.53 Modify Existing Manhole Invert***(Response required)*Quantity: 3 UOM: EAPrice: \$ 2,200.00Total: \$ 6,600.00**2.54 Trenching and Bedding (6'-10' Deep)***(Response required)*Quantity: 663 UOM: LFPrice: \$ 25.00Total: \$ 16,575.00**2.55 Trenching and Bedding (10'-14' Deep)***(Response required)*Quantity: 137 UOM: LFPrice: \$ 35.00Total: \$ 4,795.00**2.56 8" SDR-26 PVC Sewer Main***(Response required)*Quantity: 800 UOM: LFPrice: \$ 65.00Total: \$ 52,000.00**2.57 4" SCH 40 PVC SS Service Line***(Response required)*Quantity: 410 UOM: LFPrice: \$ 60.00Total: \$ 24,600.00**2.58 16" Steel Encasement by Open Cut***(Response required)*Quantity: 60 UOM: LFPrice: \$ 400.00Total: \$ 24,000.00**2.59 8" x 4" WYE***(Response required)*Quantity: 18 UOM: EAPrice: \$ 1,100.00Total: \$ 19,800.00**2.60 Two-Way Cleanout***(Response required)*Quantity: 18 UOM: EAPrice: \$ 1,600.00Total: \$ 28,800.00**2.61 Connect to Existing Sewer Service Line***(Response required)*Quantity: 18 UOM: EAPrice: \$ 1,500.00Total: \$ 27,000.00**2.62 Post TV Inspection of New Sewer Main***(Response required)*Quantity: 702 UOM: LFPrice: \$ 15.00Total: \$ 10,530.00

2.63 Furnish and Install Tracer Wire Junction Box*(Response required)*Quantity: 9 UOM: EAPrice: \$ 900.00Total: \$ 8,100.00**2.64 8" DR-14 PVC Water Line***(Response required)*Quantity: 185 UOM: LFPrice: \$ 85.00Total: \$ 15,725.00**2.65 2" SDR-13.5 PVC Water Line***(Response required)*Quantity: 35 UOM: LFPrice: \$ 61.00Total: \$ 2,135.00**2.66 8" x 8" Tapping Sleeve and Valve***(Response required)*Quantity: 4 UOM: EAPrice: \$ 4,200.00Total: \$ 16,800.00**2.67 2" Valve***(Response required)*Quantity: 2 UOM: EAPrice: \$ 2,650.00Total: \$ 5,300.00**2.68 Furnish and Install Ductile Iron Fittings***(Response required)*Quantity: 504 UOM: LBSPrice: \$ 18.00Total: \$ 9,072.00**2.69 Furnish and Install Tracer Wire Junction Box***(Response required)*Quantity: 6 UOM: EAPrice: \$ 850.00Total: \$ 5,100.00**2.70 Furnish and Install Concrete Thrust Blocking***(Response required)*Quantity: 6 UOM: CYPrice: \$ 500.00Total: \$ 3,000.00**2.71 Remove and Replace Water Service Connection***(Response required)*Quantity: 5 UOM: EAPrice: \$ 2,100.00Total: \$ 10,500.00**2.72 Cut Plug and Abandon Existing Line***(Response required)*Quantity: 5 UOM: EAPrice: \$ 2,100.00Total: \$ 10,500.00**3 Package Header****DEDUCTIVE ALTERNATE #2**

Deductive Alternate #2 includes removing all drainage improvements identified as Lines 1, 3, 5, and 6 and water line improvements identified as Water Line 1 and Water Line 2.

Quantity: 1Total: \$ 355,539.50

Package Items

3.1 Rock Excavation

(Response required)

Quantity: 20 UOM: CY Price: \$ 180.00 Total: \$ 3,600.00

3.2 4" Topsoil Placement (Yard Areas)

(Response required)

Quantity: 191 UOM: SY Price: \$ 25.00 Total: \$ 4,775.00

3.3 18" Class III RCP (Under Pavement)

(Response required)

Quantity: 251 UOM: LF Price: \$ 85.00 Total: \$ 21,335.00

3.4 24" Class III RCP (Under Pavement)

(Response required)

Quantity: 52 UOM: LF Price: \$ 95.00 Total: \$ 4,940.00

3.5 4' Drop Inlet (Circular)

(Response required)

Quantity: 1 UOM: EA Price: \$ 5,900.00 Total: \$ 5,900.00

3.6 5' Drop Inlet (Circular)

(Response required)

Quantity: 1 UOM: EA Price: \$ 6,900.00 Total: \$ 6,900.00

3.7 4' x 5' Drop Inlet (Type S)

(Response required)

Quantity: 5 UOM: EA Price: \$ 6,500.00 Total: \$ 32,500.00

3.8 4' Drop Inlet Extension

(Response required)

Quantity: 1 UOM: EA Price: \$ 2,900.00 Total: \$ 2,900.00

3.9 8' Drop Inlet Extension

(Response required)

Quantity: 5 UOM: EA Price: \$ 5,800.00 Total: \$ 29,000.00

3.10 4" Aggregate Base Course

(Response required)

Quantity: 100 UOM: SY Price: \$ 35.00 Total: \$ 3,500.00

3.11 8" Aggregate Base Course

(Response required)

Quantity: 490 UOM: SY Price: \$ 70.00 Total: \$ 34,300.00

3.12 Prime Coat

(Response required)

Quantity: 490 UOM: SY Price: \$ 10.00 Total: \$ 4,900.00

3.13 Asphalt Concrete Hot Mix Surface Course (9.5 MM)*(Response required)*Quantity: 79 UOM: TON Price: \$ 145.00 Total: \$ 11,455.00**3.14 Asphalt Concrete Patching for Maintenance of Traffic***(Response required)*Quantity: 29 UOM: TON Price: \$ 175.00 Total: \$ 5,075.00**3.15 24" Concrete Curb and Gutter (Type A)***(Response required)*Quantity: 297 UOM: LF Price: \$ 24.00 Total: \$ 7,128.00**3.16 Concrete Curb***(Response required)*Quantity: 31 UOM: LF Price: \$ 24.00 Total: \$ 744.00**3.17 4" Thick Concrete Sidewalk***(Response required)*Quantity: 37 UOM: SY Price: \$ 82.00 Total: \$ 3,034.00**3.18 Concrete Driveway Aprons***(Response required)*Quantity: 55 UOM: SY Price: \$ 100.00 Total: \$ 5,500.00**3.19 Concrete Driveway***(Response required)*Quantity: 8 UOM: SY Price: \$ 120.00 Total: \$ 960.00**3.20 Solid Sod***(Response required)*Quantity: 191 UOM: SY Price: \$ 5.50 Total: \$ 1,050.50**3.21 Remove and Replace Mailboxes***(Response required)*Quantity: 17 UOM: EA Price: \$ 700.00 Total: \$ 11,900.00**3.22 Street Sign Installation***(Response required)*Quantity: 3 UOM: EA Price: \$ 700.00 Total: \$ 2,100.00**3.23 Cast-in-Place Detectable Warning Panel***(Response required)*Quantity: 20 UOM: SF Price: \$ 50.00 Total: \$ 1,000.00**3.24 Handicap Access Ramp***(Response required)*Quantity: 13 UOM: SY Price: \$ 100.00 Total: \$ 1,300.00**3.25 Cold Milling Pavement***(Response required)*Quantity: 591 UOM: SY Price: \$ 35.00 Total: \$ 20,685.00

3.26 Concrete Patch (Pavement Repair)*(Response required)*Quantity: 223 UOM: SY Price: \$ 95.00 Total: \$ 21,185.00**3.27 6" PC Concrete Base***(Response required)*Quantity: 43 UOM: SY Price: \$ 250.00 Total: \$ 10,750.00**3.28 Remove and Reinstall Lightpole***(Response required)*Quantity: 1 UOM: EA Price: \$ 4,500.00 Total: \$ 4,500.00**3.29 Rock Excavation for Water and Sewer***(Response required)*Quantity: 20 UOM: CY Price: \$ 300.00 Total: \$ 6,000.00**3.30 Granular Backfill (Trenches)***(Response required)*Quantity: 105 UOM: CY Price: \$ 55.00 Total: \$ 5,775.00**3.31 Concrete Patch (Pavement Repair) for Water and Sewer***(Response required)*Quantity: 70 UOM: SY Price: \$ 75.00 Total: \$ 5,250.00**3.32 8" DR-14 PVC Water Line***(Response required)*Quantity: 170 UOM: LF Price: \$ 85.00 Total: \$ 14,450.00**3.33 2" SDR-13.5 PVC Water Line***(Response required)*Quantity: 60 UOM: LF Price: \$ 61.00 Total: \$ 3,660.00**3.34 8" x 8" Tapping Sleeve and Valve***(Response required)*Quantity: 4 UOM: EA Price: \$ 4,200.00 Total: \$ 16,800.00**3.35 2" Valve***(Response required)*Quantity: 2 UOM: EA Price: \$ 2,650.00 Total: \$ 5,300.00**3.36 Furnish and Install Ductile Iron Fittings***(Response required)*Quantity: 666 UOM: LBS Price: \$ 18.00 Total: \$ 11,988.00**3.37 Furnish and Install Tracer Wire Junction Box***(Response required)*Quantity: 6 UOM: EA Price: \$ 850.00 Total: \$ 5,100.00**3.38 Furnish and Install Concrete Thrust Blocking***(Response required)*Quantity: 6 UOM: CY Price: \$ 500.00 Total: \$ 3,000.00

3.39 Remove and Replace Water Service Connection*(Response required)*Quantity: 4 UOM: EAPrice: Total: **3.40 Cut Plug and Abandon Existing Line***(Response required)*Quantity: 5 UOM: EAPrice: Total: **3.41 Connect to Existing Water Line***(Response required)*Quantity: 1 UOM: EAPrice: Total:

Supplier Information

Company Name: Tri Star Contractors

Contact Name: Nick Goedereis

Address: 1910 Waukesha Rd.
Siloam Springs, AR.

72761

Phone: (479) 238-1088

Fax: (479) 238-0036

Email: tristarcontractors@yahoo.com

Supplier Notes

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

Anthony Nicholas Goedereis II
Print Name

6/12/24 A-MFC II
Signature



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tri-Star Contractors, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** _____, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Fayetteville as obligee, hereinafter called the Obligee, in the sum of Five Percent (5 %) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Construction - College and Sunbridge Drainage.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 6th day of June, 20 24.

Principal: Tri-Star Contractors, LLC

By: Anthony Nicholas Goedereis
Signature

Name: Anthony Nicholas Goedereis
Title: President

SureTec Insurance Company

By: Steven Wayne Hutchins
Signature

Name: **Steven Wayne Hutchins**
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A Luttrell, Steven Wayne Hutchins, David Dyer, Todd Easterling, W. Scott Whittenberg

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 21st of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of March, A.D. 2023.

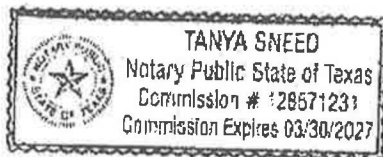
SURETEC INSURANCE COMPANY

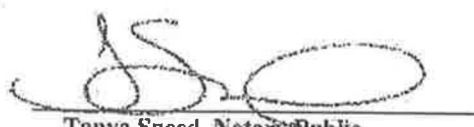
By: 
Michael C. Keimig, President



State of Texas SS:
County of Harris

On this 1st day of March, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beatty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of June 2024, A.D.


M. Brent Beatty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 410033
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.



5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery appointment with the City Purchasing Division.



All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).



All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.



All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents



All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the City Purchasing Division. 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>. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. If submitting a physical bid, all bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.



Additional Information Required:

- AR Secretary of State Filing #: 800094885 OR submit electronically.
- Arkansas Contractor License #: 0186220525 OR submit electronically.
- 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.
 - Submit electronically or circle applicable answer: YES or NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO

DOCUMENT 00140 – BIDDERS QUALIFICATION STATEMENT

Contract Name: COLLEGE AND SUNBRIDGE DRAINAGE

Bid #: 24-32, Construction

Date: 6/13/24

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Tri Star Contractors

Name Anthony Nicholas Goederius II

Address 1910 Waukesha Rd.

Principal Office Siloam Springs, AR. 72761

Corporation, partnership, individual, joint
venture, other LLC

Arkansas State General Contractor's License Number
01866220525

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 18 years and has performed work of the nature and magnitude of this Contract for 18 years. Bidder has been in business under its present name for 18 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

DOCUMENT 00140 – BIDDERS QUALIFICATION STATEMENT (continued)

5. Bidder normally performs the following work with his own forces:

see attached

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

see attached

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

see attached

8. Bidder's Workmen's Compensation Experience Modifier Factor is: _____.

FINANCIAL STATEMENT

- B. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.

DOCUMENT 00140 – BIDDERS QUALIFICATION STATEMENT (continued)

- d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
- f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$ _____
b.	_____	_____	\$ _____

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 6/12/24, 2024

(OFFICIAL SEAL)

Name of Organization:

Tri Star Contractors

By Anthony Nicholas Goederis II

(Type or legibly print)

By Anthony Nicholas Goederis II

(Signature)

Title President

(Type or legibly print)

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT

DOCUMENT 00400 – BID FORM

Contract Name: COLLEGE AND SUNBRIDGE DRAINAGE

Bid Number: 24-32

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Tri Star Contractors
1910 Waukesha Rd.
Siloam Springs, AR.
72761

ARTICLE 1 - INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>#1</u>	<u>6/7/24</u>
<u>#2</u>	<u>6/11/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required 5% Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of Two hundred thirty one thousand two hundred sixty eight Dollars (\$ 291,268.06 thousand and six cents).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Tri Star Contractors
1910 Waukesha Rd.
Siloam Springs, AR. 72761
Email: tristarcontractors@yahoo.com
Phone No. (479) 238-1088
Fax No. (479) 238-0030

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

Arkansas State Contractor License No. 0186220525

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

A Partnership

DOCUMENT 00400 – BID FORM (continued)

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

A Corporation or LLC

Corporation Name: Tri Star Contractors, LLC (SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): LLC

By: Anthony Nicholas Goedereis II
(Signature of general partner - attach evidence of authority to sign)

Name (type or printed): Anthony Nicholas Goedereis II

Title: President

(CORPORATE SEAL)

Attest: Gaurell Goedereis
(Signature of Corporate Secretary)

Phone No. (479) 238-1088 Fax No. (479) 238-0030

Email address: tristarcontractors@yahoo.com

Tax ID Number (TIN): 20-8197387

UEI # _____

Cage Code: _____

END OF DOCUMENT

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

College and Sunbridge Drainage, Bid 24-32, Construction.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	Self Performing	
SWPPP/Erosion Control	Self Performing	
Asphalt	Self Performing	
Concrete	Self Performing	
Landscaping	Self Performing	
Material Testing	Ark Con Testing	10% <
Other (designate)	n/a	

NOTE: This form must be submitted in accordance with the Instructions to Bidders.


Bidder's Signature

END OF DOCUMENT



Current Jobs

1. Crystal Lane - \$500,000
2. New Life Church - \$1,084,073.30
3. Westwind - \$5,686,888.05
4. Been Road Featherstone - \$2,400,000.00
5. Lake Francis Road Rebuild - City of Siloam Springs, AR \$2,169,550.55
6. Bariloche \$5,459,133.95
7. Klenc rd Sewer Extension - City of Tontitown \$1,181,663.56
8. South Pianalto Sewer Extension - City of Tontitown \$999,100.19
9. Brentwood Drainage Improvements- City of Siloam Springs \$951,985.00
10. Sager Creek Rebuild - City of Siloam Springs \$1,183,656.00
11. Springdales Best Storage \$1,333,750.00



Previous Jobs Complete

- A. Zion Road & Roundabouts - City of Fayetteville The Contract includes, but is not limited to, the full reconstruction of approximately 3,340 LF three-lane roadway of Zion Road between North Vantage Road and Taliesin Lane, as well as approximately 200 LF of Old Missouri Road including the associated earthwork, curb and gutter, sidewalk, drainage, mini-roundabout, driveways, fencing, retaining walls, landscaping, lighting and miscellaneous related items. Approximately 5,300 L.F. of 10' wide concrete trail will be constructed on north side of Zion Road. In addition, approximately 2,000 LF of Zion Road between Taliesin Lane and North Crossover Road will have partial reconstruction, that will include, lane widening and a combination of asphalt overlay and mill/overlay and miscellaneous related items. 6,405' of water and 5040' of sewer mains shall be relocated in association with the project and a 225' 30" inch bore, from Vantage Drive to Crossover Road. \$7,441,161

- B. Pinnacle Hills City of Rogers, AR Site work and paving for 1 mile road expansion with roundabouts in high traffic area Streets, Curbs & Sidewalk, Sewer, Water & Storm Drain \$6,995,640.00 Expected Completion Date: March 2022

- C. Siloam Springs Best Storage Site work, utilities,pads, drainage for new 15 acres storage unit development \$200,366.90 Expected Completion Date: February 2021

- D. Ford Avenue City of Springdale, AR 3,400 LF of three lane street extension connecting multiple roads along a new terrain route, drainage improvements to Spring Creek, street, storm drain, utility, 1300 LF water main relocation, 200 LF sewer line relocation \$4,817,016 Expected Completion Date: November 2022

- E. Scull Creek City of Fayetteville Upper drainage, install new drainage systems with all necessary improvements, sidewalks, trees, etc. \$140,583.35 Expected Completion Date: July 2020

- F. VBT Taxiway B Installed 3 new connector taxiways, extreme FAA tolerances all drainage structures, detention pond, seed sod \$1,616,975 Expected Completion Date: June 2021

- G. Autumn Hills Project Description: Large Scale Development 30 acres with 50 lots and a 30 ft Lift Station, Streets, Curbs & Sidewalk, Sewer, Water & Storm Drain \$1,338,756.00
Expected Completion Date: June 2020
- H. Ridgestone Subdivision: 55 two-family residential lots on 19.95 acres, which includes the stormwater detention ponds \$1,302,865.58 Expected Completion Date: June 2020
- I. Popeyes Siloam Springs, AR Clear & Grubbing 10 acres, Dirtwork, Utilities, Concrete trickle channel, concrete curb & gutter, sidewalks, paving & asphalt \$555,391.02
Expected Completion Date: December 2019
- J. Freddy's Clearing & Grubbing, Dirt work, Utilities, Storm Drain, Slab Concrete, Plumbing, Curb & Gutter, Sidewalks, Paving & Asphalt \$318,214.91 Expected Completion Date: March 2020
- K. Boxwood Drainage City of Fayetteville \$598,084.00 Expected Completion Date: TBD
- L. XNA Parking Expansion: Expansion of the VIP Parking lot, electrical, base, new curb, gutter, asphalt & striping. Amount of Contract \$99,088.75 Expected Completion Date: April 2020
- M. Siloam Springs School District Track Construction remove, dispose, replace and extend of the existing polyurethane track area. Undercutting area 1.5 ft. replacing with select fill and re-laying the asphalt. \$800,000.00 Expected Completion Date: December 2019
- N. VBT Flight Center Parking Expansion: Removed current parking lot, enlarged current parking lot, corrected drainage, new curb, gutter and fencing. All new base, asphalt striping and landscaping. Amount of Contract \$271,722.07 Completion Date: November 2019
- O. Wedington - Haven Apartments Project Description: 6 Acre Site Development, Dirt Work, Retaining Walls, Utilities, Concrete, Curb & Gutter, Sidewalks & Asphalt Paving Fayetteville, AR Amount \$: 4,836,699.48 Expected Completion Date: July 2019

- P. SLG Taxilane Construction Project Description: 400 tons of asphalt paving, 1,900 square yards of aggregate base installation and associated site restoration. Amount of Contract \$188,464.00 Expected Completion Date: June 2019
- Q. The Groves Subdivision Project Description: Large Scale Development 1,200 ft. of Streets, Curbs & Sidewalk, Sewer, Water & Storm Drain \$497,642.00 Expected Completion Date: June 2019
- R. Bentonville West Taxiway Bentonville Municipal Airport Project Description: West Taxiway Construction- Construction of approximately 3,800 linear feet of 35 foot wide new parallel taxiway, including lighting and signage Amount \$: 2,275,565.84 Expected Completion Date: December 2018 Adam White 479-287-4635
- S. I Street Apartments Project Description: 11 Acre development, heavy excavation and utilities Bentonville AR Amount \$:1,696,299.58 Expected Completion Date: January 2019 Jack Hefner 479-212-7288
- T. VBT Terminal Apron Phase 2 Project Description: 3,000 Square yards of Taxilane and apron pavement including lighting and signage. Amount of Contract \$ 63,775.00 Expected Completion Date: December 2018 Adam White 479-287-4635
- U. VBT Bentonville Hangar Infrastructure Project Description: Storm drain, electrical, sewer and water utility extensions for the Bentonville Municipal Airport Amount of Contract \$63,775.00 Expected Completion Date: October 2018 Adam White 479-287-4635
- V. MLK Parking Lot University of Arkansas Project Description: Parking lot expansion, Contaminated Soil Disposal & Removal, Undercut and backfill lime stabilization of subgrade, grading, paving, storm drain sidewalk, decorative Ballard's and lighting Amount of Contract \$856,120.00 Expected Completion Date: October 2018 John Ross 479-879-6143
- W. 8th Street Water & Sewer Relocations (S.W. I Street to S.E. D Street) a Project for the City of Bentonville and AHTD. We are in direct correlation with Walmart Home Offices as many of their parking lots and 8th street are closed which is directly in front of their home offices to relocate the sewer and water lines. We are installing and digging around Walmart fiber optics, ATT, Cox and gas main lines. Over 6,500 LF of PVC waterline & Ductile Iron waterline. Over 5,000 LF of PVC gravity sewer line. 1,100 LF of 2" bore with

HDPE (SDR-11) pipe encasement for water service connections. Over 8,000 LF of direct bury steel pipe encasement and all required fittings, valves, fire hydrant assemblies, meter settings, service lines, manholes, connections to existing lines and manholes, curb and gutter and pavement repair. Amount of Contract: \$2,639,232.75 Expected Completion Date: August 2018 William Pattengill 479-936-1833

X. Altitude Trampoline Park 3509 Van Asche Dr. Fayetteville, AR 72703

Y. Amount \$: 623,116.71 Project Description: 6.5 acre Site Development, Dirt Work Retaining Walls, Utilities, Curb & Gutter, Sidewalks and Asphalt Paving Completion Date: March 2018 Brent Rutherford (479) 287-2644

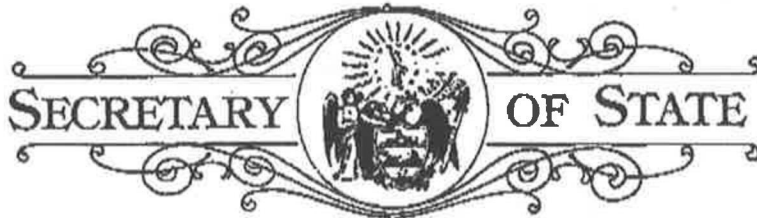


Schedule C

Major Equipment List

1. 1982 Caterpillar D8L dozer
2. 1983 Caterpillar D8L dozer
3. 1978 350 Case
4. 1980 1150 Case
5. 2000 John Deer 850c
6. 2002 Komatsu D65PX-12
7. 2012 Komatsu D65WX-17
8. 2012 Caterpillar D6T XLVP
Crawler
9. 2012 Case 1850K
10. 2013 John Deere 850k
11. 2015 D65ex-17
12. 2021 John Deere 700K
13. Track Loader
14. 1995 325L Cat Excavator
15. 1998 Daewoo Solar SL330-III
Excavator
16. 2003 Case Cx47 Mini Ex
17. 2004 CAT 345BL series II Hyd.
Excavator
18. 2004 Takeuchi TB 175
19. 2010 Komatsu Pc 350 LC-8
20. 2016 PC 228 USLC-10
21. 2011 PC490LC-10 Komatsu Hyd.
Excavator
22. 2012 Cat 308ECR Mini Ex
23. 2012 Case CX350C
24. 2015 TOP90 Okada Hydraulic
Hammer
25. Takeuchi TB 175
26. ECR88-CAB VOLVO
27. Pc 78US-6 Komatsu Hyd. Excavator
28. Pc 200 Komatsu Excavator
29. SK250LC Kobelco Excavator
30. 2011 CAT 349EL Hydraulic
Excavator
31. 2011 Komatsu Pc350Lc-8
32. 2011 Komatsu Pc350Lc-8
33. John Deere G50 Mini
34. 2014 Komatsu Pc 360Lc-10
Tracked Excavator
35. 2020 Volvo EC350EL
36. Case W3 Wheeler Loader
37. 1998 90XT
38. 2005 Case 450 Skid Steer
39. 2012 TL250 Takeuchi
40. 2014 SVL90-2HFC Kubota
41. Case 85XT
42. 2022 299 Cat Skid Steer
43. 1986 555B New Holland Back hoe
44. 2004 Case 580sm
45. 2006 420E 4X4 Cat Backhoe
46. Case 580L
47. 1990 870 AWD Dresser grader
48. 2009 140M Cat Road Grader
49. 1998 621E Cat Scraper
50. 621 CAT Scraper
51. 1990 Terex K2566
52. 1993 LA9000 Ford
53. 1995 D250E Cat

54. 1995 250E Cat
55. 2005 John Deere 350D
56. L9000 Ford Leaf Spring
57. 2004 Caterpillar 740 6x6
58. 1986 Cat D25C 4X4 Water Wagon
59. 1996 Moxy MT30 Articulated
Dump Truck
60. 2012 740B Cat Articulated Dump
Truck
61. 1994 534C-9 Gradall material
handler
62. 1996 222/45 Genie Boomlift
63. 1999 JLG 800A Boomlift
64. 2005 Gehl RS6-42 Forklift
65. 2006 Skytrak 6036 Reach Forklift
66. JLG 450AJ Boomlift
67. TB60 Snorkel Boomlift
68. 1988 Elgin Pelican Premier St
Sweeper
69. 1999 GT3600 Gomaco Curb
Machine
70. 2004 GT3600 Gomaco Curb
Machine
71. 2004 8816 Lee Boy Paver
72. 2011 McMloskey 154 crusher
73. 2014 FX30 T/A Ditch Witch
Vacuum
74. D6528 Blastcrete Mixer/Pump
75. Broce RC300 Broom
76. Vac Wagon
77. 1987 Asphalt Distributor Truck
78. 2017 AP1055F Asphalt Paver
79. Roadtec RP195 Asphalt Paver
80. Dynapac CA251D Roller
81. Dynapac CA251D
82. Dynapac CA152PD
83. CA152D DYNA-PAO
84. SD100 Indersoll Smooth Drum
Roller
85. Diana Packer
86. Volvo SD-100F padfoot drum
compactor
87. Rammax 1575 trech roller
88. Rammax AR26 Double Drum Roller
89. 930 Case Tractor
90. Case 400
91. 5455 Massey Ferguson Tractor
92. 6430 John Deere Tractor
93. 740 Massey Baler
94. 468 JD round baler
95. 1570 Case Tractor
96. Bearcat 2 Steiger ST225 4WD
HD3000
97. Case 1070
98. 7020 John Deere
99. Krone Tractor
100. New Idea Manure Spreader
101. John Deere Manure Spreader
102. Kun FC283T6
103. Case IH Cutter
104. JD Batwing Mower
105. Bush Hog Batwing Mower
106. 4890 Case (Track)
107. John Deere Mower
108. Husquavarna Zero Turn Mower
109. EXM28-60 60in Mower
110. Spartan zero turn sh61dslca

STATE OF ARKANSAS

Charlie Daniels
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Organization

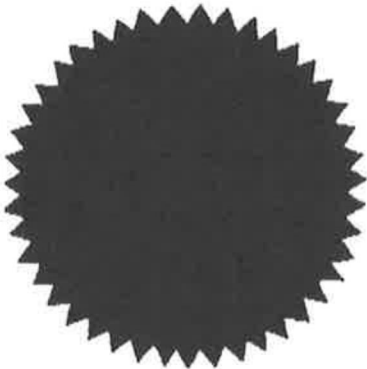
of

TRI STAR CONTRACTORS, LLC

filed in this office

October 5, 2006

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 5th day of October 2006.



Charlie Daniels

Secretary of State

03-25-11;02:24PM;

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4/ 4

NICHOLAS GOEDEREIS, II

OPERATING AGREEMENT

OF

TRI STAR CONTRACTORS, LLC

This Operating Agreement ("Agreement") of TRI STAR CONTRACTORS, LLC (the "Company") effective as of this 5th day of October, 2006, by, between and among the undersigned confirms our understanding as to the matters contained herein.

The parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.1. As used herein, the following terms and phrases shall have the meanings indicated:

- A. "Act" shall mean the Limited Liability Company Act of the State of organization, as amended.
- B. "Capital Account" shall mean, with respect to each Member, the account established for each Member pursuant to Section 6.5, which will initially equal the Capital Contributions of such Member and will be (a) increased by the amount of Net Profits allocated to such Member and (b) reduced by the amount of Net Losses allocated to such Member and the amount of Cash Flow distributed to such Member. Members' Capital Accounts shall be determined and maintained in accordance with the rules of paragraph (b)(2)(iv) of Regulation Section 1.704-1 of the Code.
- C. "Capital Contributions" shall mean the fair market value of the amounts contributed by the Members pursuant to Section 6.1.
- D. "Cash Flow" shall have the meaning provided in Section 7.1.
- E. "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.
- F. "Operating Managers" shall mean the Member or Members selected by the Members in accordance with this Agreement to serve as Operating Manager or Operating Managers of the Company.
- G. "Members" shall mean the persons designated as such in Schedule A of this Agreement, any successor(s) to their interests as such in the Company; and any other person who pursuant to this Agreement shall become a Member, and any reference to a "Member" shall be to any one of the then Members.

H. "Net Profits" and "Net Losses" shall mean the net profit or net loss, respectively, of the Company determined in accordance with Section 8.1.

I. The words "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of the profits and losses of the Company bears to the aggregate shares of all the Members. A Membership Interest may be evidenced by a certificate issued by the Company. A Membership Interest may be expressed on a certificate as "Units" where a Member's Units bears the same relationship to the aggregate Units of all Members that the Member's Membership Interest bears to the aggregate Membership Interests of all Members. A Member's interest may be a certificated security or an uncertificated security within the meaning of section 8-102 of the Uniform Commercial Code if the requirements of section 8-103(c) are met, and if the requirements are not met such interest shall, for purposes of the Uniform Commercial Code, be deemed to be a general intangible asset.

J. "Company" shall mean this Limited Liability Company.

K. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

ARTICLE II

Organization of the Company

SECTION 2.1. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2. The Company name shall be "TRI STAR CONTRACTORS, LLC."

SECTION 2.3. The Members shall be Members in the Company and shall continue to do business under the name of the Company until the Operating Managers shall change the name or the Company shall terminate.

SECTION 2.4. The principal address of the Company shall be such place or places as the Operating Managers may determine. The Operating Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.5. The Company shall terminate on the date provided in the Certificate of Formation/Articles of Organization, except that the Company may terminate prior to such date as provided in this Agreement.

ARTICLE III

Status of Members

SECTION 3.1. No Member will be bound by, or be personally liable for the expenses, liabilities or obligations of the Company.

SECTION 3.2. No Member will be entitled to withdraw any part of his Capital Account or to receive any distributions from the Company except as expressly provided in this Agreement.

SECTION 3.3. No Member will have the right to require partition of the Company property or to compel any sale or appraisal of the Company's assets or any sale of a deceased Member's interest in the Company's assets, notwithstanding any provision of law to the contrary.

ARTICLE IV

Meeting of Members

SECTION 4.1. An annual meeting of Members shall be held within five (5) months after the close of the fiscal year of the Company on such date and at the time and place (either within or without the state of its organization) as shall be fixed by the Members. At the annual meeting, the Members shall elect the Operating Managers and transact such other business as may properly be brought before the meeting.

SECTION 4.2. A special meeting of Members may be called at any time by the Operating Managers and shall be called by the Operating Managers at the request in writing of that Membership interest specified in Schedule C of the Members entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of Members shall be confined to the purposes set forth in the notice thereof.

SECTION 4.3. Written notice of the time, place and purpose of every meeting of Members (and, if other than an annual meeting, the person or persons at whose direction the meeting is being called), shall be given by the Operating Managers to each Member of record entitled to vote at such meeting, not less than ten nor more than sixty days prior to the date set for the meeting. Notice shall be given either personally or by mailing said notice by first class mail to each Member at his address appearing on the record book of the Company or at such other address supplied by him in writing to the Operating Managers of the Company for the purpose of receiving notice.

A written waiver of notice setting forth the purposes of the meeting for which notice is waived, signed by the person or persons entitled to such notice, whether before or after the time of the meeting stated therein, shall be deemed equivalent to the giving of such notice. The attendance by a Member at a meeting either in person or by proxy without protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices given with respect to an original meeting shall extend to any and all adjournments thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

SECTION 4.4. The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of members except as otherwise provided by statute or the Certificate of Formation/Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any Members.

SECTION 4.5. Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any Company action shall be authorized by a majority in interest of the votes cast by the Members entitled to vote thereon except as may otherwise be provided by statute, the Certificate of Formation/Articles of Organization or this Operating Agreement.

SECTION 4.6. Every proxy must be signed by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Operating Managers of the Company prior to the commencement of voting on the matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed such proxy and the revocation is filed with the Operating Managers of the Company prior to the voting of the proxy.

SECTION 4.7. All meetings of Members shall be presided over by the Operating Managers, or if not present, by a Member thereby chosen by the Members at the meeting. The Operating Managers or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

SECTION 4.8. For the purpose of determining the Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the Members entitled to receive payment of any distribution of Cash Flow or the allotment of any rights, or for the purpose of any other action, the Members may fix, in advance, a date as the record date for any

such determination of Members. Such date shall not be more than fifty nor less than ten days before the date of any meeting nor more than fifty days prior to any action taken without a meeting, the payment of any distribution of Cash Flow or the allotment of any rights, or any other action. When a determination of Members of record entitled to notice of, or to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Members fix a new record date under this Section for the adjourned date.

SECTION 4.9. The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

ARTICLE V

Management

SECTION 5.1. Management of the Company shall be vested in all of the Members who shall also serve as Operating Managers of the Company. The Operating Managers shall vote in proportion to their Membership Interests in the Company. Except as otherwise provided in this Agreement, all decisions of the Operating Managers shall be by a majority in interest of the Members. All Operating Managers must be Members of the Company. No Member will take part in or interfere in any manner with the conduct or control of the business of the Company or have any right or authority to act for or bind the Company except as provided in this Agreement.

SECTION 5.2. The Operating Managers shall hold office for the term for which elected and until a successor has been elected and qualified. A vacancy in the office of Operating Manager arising from any cause may be filled for the unexpired portion of the term by the Members.

SECTION 5.3. Any Operating Manager may resign at any time by giving written notice to the Members. Any such resignation shall take effect at the time specified therein or, if the time is not specified therein, upon the receipt thereof, irrespective of whether any such resignations shall have been accepted.

SECTION 5.4. The Company shall be managed by the Operating Managers and the conduct of the Company's business shall be controlled and conducted solely and exclusively by the Operating Managers in accordance with this Agreement. In addition to and not in limitation of any rights and powers conferred by law or other provisions of this Agreement, the Operating Managers shall have and may exercise on behalf of the Company all powers and rights necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company, and to maximize Company profits.

SECTION 5.5. Notwithstanding the foregoing, the Operating Managers may not make any of the management decisions stated in Schedule B without obtaining the consent of that Membership Interest stated in Schedule B.

SECTION 5.6. The Operating Manager shall serve as Tax Matters Member as such term is defined in Code Section 6231 (a)(7).

SECTION 5.7. Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a manager, Member, employee or agent of the Company, or then serves or has served on behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.

ARTICLE VI

Capital

SECTION 6.1. The Members have contributed to the Company in exchange for their membership interests, the cash and other property as set forth on Schedule A, annexed hereto.

SECTION 6.2. The fair market value and the adjusted basis of the contributing Member of any property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

SECTION 6.3. Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4. No interest shall be paid on the Capital Account of any Member.

SECTION 6.5. A Capital Account shall be established for each Member on the books and records of the Company. If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

ARTICLE VII

Distributions of Cash

SECTION 7.1. The Company shall distribute to the Members from time to time all cash (regardless of the source thereof) of the Company which is not required for the operation or the reasonable working capital requirements of the Company (such cash is sometimes referred to herein as "Cash Flow"). For purposes of this Agreement all Cash Flow allocated to the Members shall be allocated among them in proportion to their respective Membership Interests.

SECTION 7.2. Distributions of Cash Flow shall be made from time to time in such manner as determined by the Operating Managers.

ARTICLE VIII

Profits and Losses

SECTION 8.1. The Net Profits and Net Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes.

SECTION 8.2. The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be allocated to the Members in the same proportions that they share in distributions of Cash Flow pursuant to Section 7.1, or if there is no Cash Flow, that they would have shared if there had been Cash Flow.

SECTION 8.3. References herein to "Reg. Sec.", are to the regulations promulgated by the United States Treasury to the Code. The terms "minimum gain", "minimum gain chargeback", "qualified income offset", "nonrecourse deduction" and "nonrecourse liability" are to be interpreted consistent with the definitions and use of such terms in Reg. Sec. 1.704-2 and Reg. Sec. 1.704-1. The following special allocations shall be made in the following order:

A. Except as otherwise set forth in Reg. Sec. 1.704-2(f), if there is a net decrease in minimum gain, during the fiscal year of the Company, each Member, shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease of minimum gain determined in accordance with Reg. Sec. 1.704-2(g). Allocations in accordance with this Section shall be made first from the disposition of Company assets subject to nonrecourse liabilities, to the extent of the minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the taxable year. This Section is intended to comply with the minimum gain chargeback requirement of Reg. Sec. 1.704-2(f).

B. Except as otherwise set forth in Reg. Sec. 1.704-2(i)(4), if there is a net decrease in a Member's nonrecourse liability minimum gain attributable to Members' nonrecourse liabilities during any fiscal year, each Member who has a share of the Member nonrecourse liability minimum gain attributable to Member nonrecourse liability shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease in Members' nonrecourse debt minimum gain attributable to such Member nonrecourse debt. Allocations pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to Member nonrecourse liabilities to the extent of Member minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the fiscal year. This section is intended to comply with the minimum gain chargeback requirements of Reg. Sec. 1.704-2(i).

C. A Member who unexpectedly receives an adjustment, allocation or distribution described in (4), (5) or (6) of Reg. Sec. 1.704-1(b)(2)(ii)(d) will be allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible. An allocation shall be made pursuant to this Section and if and to the extent a Member would have a deficit in his adjusted Capital Account after all other allocations provided for in this Section 8.3 were made as if this paragraph were not in the Agreement.

D. Nonrecourse deductions shall be allocated among the Members in the same proportion in which they share the Cash Flow of the Company.

E. Any nonrecourse deduction shall be allocated to any Member who bears the economic risk of loss with respect to the Member nonrecourse liability to which such deduction is attributable.

SECTION 8.4. Any Company gain or loss realized with respect to property, other than money, contributed to the Company by a Member shall be shared among the Members pursuant to Code section 704(c) and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.

ARTICLE IX

Admission and Withdrawal of a Member

SECTION 9.1. A Member may transfer his interest in the Company to another person or entity only with the prior unanimous consent of the other Members either in writing or at a meeting called for such purpose. If all of the other Members do not approve of the transfer, the transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by way of income and the return of contributions to which the transferor otherwise would be entitled.

SECTION 9.2. The Members agree to sign such additional documents as may be required in order to admit additional Members to the Company, pursuant to section 9.1 as well as, among other things, to provide for the division of profits, losses and Cash Flow among the Members.

SECTION 9.3. All costs and expenses incurred by the Company in connection with the assignment of a Member's interest, including any filing fees and publishing costs and the fees and disbursements of counsel, shall be paid by the assigning Member.

SECTION 9.4. Each person who becomes a Member in the Company, by becoming a Member, shall and does hereby ratify and agree to be bound by the terms and conditions of this Agreement.

ARTICLE X

Termination or Dissolution of Company

SECTION 10.1. The Company shall be terminated prior to the date of expiration of the term as provided in Section 2.5 if (a) a majority in interest of the Members consent that the Company should be terminated and dissolved, or (b) the Company is dissolved pursuant to this Agreement.

SECTION 10.2. The Company shall be terminated in the event any Member (i) withdraws, resigns or is expelled from the Company; (ii) makes an assignment for the benefit of creditors, is the subject of an order for relief under Title 11 of the United States Code, files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature, seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator for of all or any substantial part of his properties; (iii) dies; or (iv) a judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.

SECTION 10.3. If the Company is dissolved, the owners of a majority in interest of the remaining Members may elect to reconstitute and continue the Company as a successor Company upon the same conditions as are set forth in this Agreement. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

SECTION 10.4. Upon the termination and dissolution of the Company, the then Operating Manager, or Operating Managers, if any, or, if there is no Operating Manager, any person elected to perform such liquidation by the written consent of the owners of a majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows:

A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any Property to be distributed in kind to the Members exceeds or is less than the basis of such Property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members in accordance with Section 8.2) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members under Section 10.4.B.

B. All distributions upon liquidation of the Company shall be distributed as follows: to each of the Members, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted (i) in accordance with Section 6.5 to reflect the

Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale pursuant to Section 10.4.A; (ii) in accordance with Section 8.2 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to repay the negative amount of his Capital Account.

SECTION 10.5. Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation. Upon completion of the liquidation, the Operating Managers shall execute and cause to be filed a Certificate of Dissolution of the Company and any and all other documents necessary with respect to termination of the Company.

ARTICLE XI

Books and Reports

SECTION 11.1. The Operating Managers shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Operating Managers at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Operating Managers with respect to the treatment of any item or its allocation for Federal, state or local tax purposes shall be binding upon all the Members unless the determination is inconsistent with any express provision of this Agreement.

B. A current list of the full name and last known mailing address of each Member set forth in alphabetical order together with the contribution and share in profits and losses of each Member; a copy of the Certificate of Formation or Articles of Organization of the Company and any amendments thereto; a copy of the Company Operating Agreement and any amendments thereto; a copy of the Company's federal, state and local income tax returns for the three most recent fiscal years.

C. Any Member shall have the right from time to time at his expense to have his accountants and representatives examine and/or audit the books and records of the Company and the information referred to in this Section, and the Operating Managers will make such books and records and information available for such examinations and/or audits.

SECTION 11.2. No value shall be placed for any purpose upon the Company name or the right to its use, or upon the goodwill of the Company or its business. Upon termination or dissolution of the Company (without reconstitution thereof) as provided in this Agreement, neither the Company name or the right to its use, nor the goodwill of the Company, shall be considered as an asset of the Company.

SECTION 11.3. The Operating Managers will cause to be sent to the Members within a reasonable period after the close of each year the following: (a) annual statements of the Company's gross receipts and operating expenses, and the capital accounts of each Member, prepared by the Company's independent public accountants, to be transmitted to each Member; and (b) a report to be transmitted to each Member indicating the Member's share of the Company's profit or loss for that year and the Member's allocable share of all items of income, gain, loss, deduction, and credit, for Federal income tax purposes.

ARTICLE XII

Tax Elections

SECTION 12.1. In the event of a transfer of a Member's interest, or upon the death of a Member, or in the event of the distribution of Company property to any party hereto, the Company may (but need not necessarily) file an election, in accordance with Section 754 of the Code to cause the basis of the Company Property to be adjusted for Federal income tax purposes, as provided by Sections 734 and 743 of the Code.

ARTICLE XIII

Miscellaneous

SECTION 13.1. Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

- A. If to the Company, to it in care of the Operating Managers at the address of the Company.
- B. If to the Operating Managers, to them at the address of the Company.
- C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 13.2. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 13.3. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 13.4. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 13.5. Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the Property of the Company are deemed to include the profits, losses and Cash Flow of the Property.

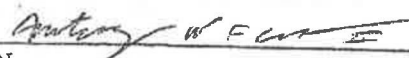
SECTION 13.6. Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of organization of the Company applicable to agreements made and to be performed in the State of organization of the Company.

SECTION 13.7. The captions, headings and table of contents in this Agreement are solely for convenience of reference and shall not affect its interpretation.

SECTION 13.8. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

SECTION 13.9. Whenever the context so requires, the male gender when used herein shall be deemed to include the female gender, the female gender shall be deemed to include the male gender, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.



Name:
Member



Name:
Member

Name:
Member

SCHEDULE B

The following management decisions shall require the following consent of the Membership interests:

Decision

Membership interest required

All Activities

90%

SCHEDULE C

The Membership interest required to call a meeting of Members shall be:

90% Percent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Alan Pugh, Staff Engineer
SUBJECT: **Approval of a cost share agreement in the amount of \$27,500 with Fayetteville Public Schools for a detailed engineering flood study of Mud Creek from N Crossover Road to the City Limits in association with the extension of E Joyce Blvd**

RECOMMENDATION:

Staff recommends approval of a cost share agreement in the amount of \$27,500 with Fayetteville Public Schools for a detailed engineering flood study of Mud Creek from N Crossover Road to the City Limits in association with the extensions of E Joyce Blvd.

BACKGROUND:

Fayetteville Public Schools (FPS) has recently purchased property located on the NE side of the intersection of E Joyce Blvd and N Crossover Road. FPS is proposing the construction of a Junior High School on the property.

DISCUSSION:

As a portion of the proposed development, E Joyce Blvd will be relocated from the north and western portions of the property to the southern portion of the property. This will allow for the elimination of several 90 degree corners that currently exist and improve traffic flow through the area and continuing east of the proposed school. As currently proposed, a portion of the realigned roadway would lie within a Zone A floodplain of Mud Creek located on the southern portion of the property.

Zone A indicates that no detailed study has been performed for this area as the detailed study currently stops at N Crossover Road. While a full flood study is required for the proposed realignment there would be a portion of potential unstudied stream between the proposed site and the upstream limits of the current detailed study at N Crossover Road. For this reason, staff is proposing and FPS has agreed to a cost share to extend the current detailed flood study from N Crossover Road to the City limits. This would provide for a more comprehensive study of the area as a whole.

BUDGET/STAFF IMPACT:

The total cost of the study is proposed to be \$27,500 with the total cost being split equally by both parties. The City portion would be \$13,750 and the source of funding would be 02108.1, Sales Tax Capital Improvement Other Drainage Improvements

ATTACHMENTS: SRF (#3) , Mud Creek Flood Study - Cost Share Agreement (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-948

Approval of a cost share agreement in the amount of \$27,500 with Fayetteville Public Schools for a detailed engineering flood study of Mud Creek from N Crossover Road to the City Limits in association with the extension of E Joyce Blvd

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH FAYETTEVILLE PUBLIC SCHOOLS IN THE AMOUNT OF \$27,500.00 FOR A DETAILED ENGINEERING FLOOD STUDY OF MUD CREEK FROM NORTH CROSSOVER ROAD TO THE CITY LIMITS IN ASSOCIATION WITH THE RELOCATION OF EAST JOYCE BOULEVARD

WHEREAS, Fayetteville Public Schools has recently purchased property located on the Northeast side of the intersection of E. Joyce Blvd. and N. Crossover Road and is proposing the construction of a junior high school on the property; and

WHEREAS, E. Joyce Blvd. will be relocated from the north and western portions of the property to the south and a portion of the realigned roadway would lie within the floodplain of Mud Creek; and

WHEREAS, the only detailed study in this area currently stops at N. Crossover Road and staff recommends a cost share to extend the study from N. Crossover Road to the City limits.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a cost share agreement with Fayetteville Public Schools in the amount of \$27,500.00 for a detailed engineering flood study of Mud Creek from N. Crossover Road to the City Limits in association with the relocation of E. Joyce Blvd.

City of Fayetteville Staff Review Form

2024-948

Item ID

1/7/2025

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

Chris Brown

12/5/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a cost share agreement in the amount of \$27,500 with Fayetteville Public Schools for a detailed engineering flood study of Mud Creek from N Crossover Road to the City Limits in association with the extension of E Joyce Blvd.

Budget Impact:

4470.621.8810-5314.00

Sales Tax Capital Improvement

Account Number

Fund

02108.1

Other Drainage Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 220,000.00

Expenses (Actual+Encum)

Available Budget

\$ 220,000.00

Does item have a direct cost? Yes

Item Cost

\$ 13,750.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 206,250.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACTUAL AGREEMENT FOR
COST SHARE OF MUD CREEK FLOOD STUDY

This Agreement, made and entered into on this ____ day of January 2025, by and between the City of Fayetteville, Arkansas ("City") and Fayetteville Public School District ("FPS"), witnesseth:

WHEREAS, FPS has a planned development on the East side of N Crossover Road which requires the re-alignment of E Joyce Blvd through their property; and

WHEREAS, Zone A floodplain exists in the area of the re-alignment which requires a detailed flood study to be performed through the property; and

WHEREAS, the current detailed study stops at N Crossover Rd and the City has an interest in extending the detailed flood study from that point to the City limits, a portion of which is outside of the FPS project area; and

WHEREAS, FPS recognizes that a full and complete flood study of the entire area as shown in Exhibit A is beneficial to both parties.

NOW, THEREFORE, the City of Fayetteville, Arkansas and Fayetteville Public School District agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

- A. Reimburse FPS for 50% of the cost of the detailed floodplain study from the end of the existing detailed study of Mud Creek located just west of Crossover Road to the City limits located just east of the school property. The total cost of said study shall not exceed \$27,500.00 as shown in Exhibit B unless agreed upon by both parties in advance.
- B. Payments due to FPS, shall be remitted within sixty (60) days after receipt of valid invoices.

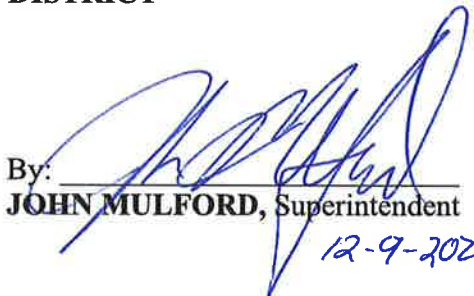
2. Fayetteville Public School District agrees to:

- A. Engage FTN/Olsson to perform the study as soon as practicable as shown on the attached Exhibits A and B. Said study shall include a duplicate effective, corrective effective and post-project model showing that the proposed roadway alignment causes no increase in base flood elevation, channel velocity or flood flows unless variances are approved from these requirements.
- B. Provide a copy of the study in electronic format including electronic HEC-RAS files.

- C. Pay for the study (with reimbursement of 50% of the cost by the City of Fayetteville. Full study amount shall not exceed \$27,500.00 without agreement by both parties in advance)
- D. Provide a copy of the invoices from the engineer for review along with the requests for reimbursement.

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

FAYETTEVILLE PUBLIC SCHOOL DISTRICT

By: 
JOHN MULFORD, Superintendent

12-9-2024

ATTEST:

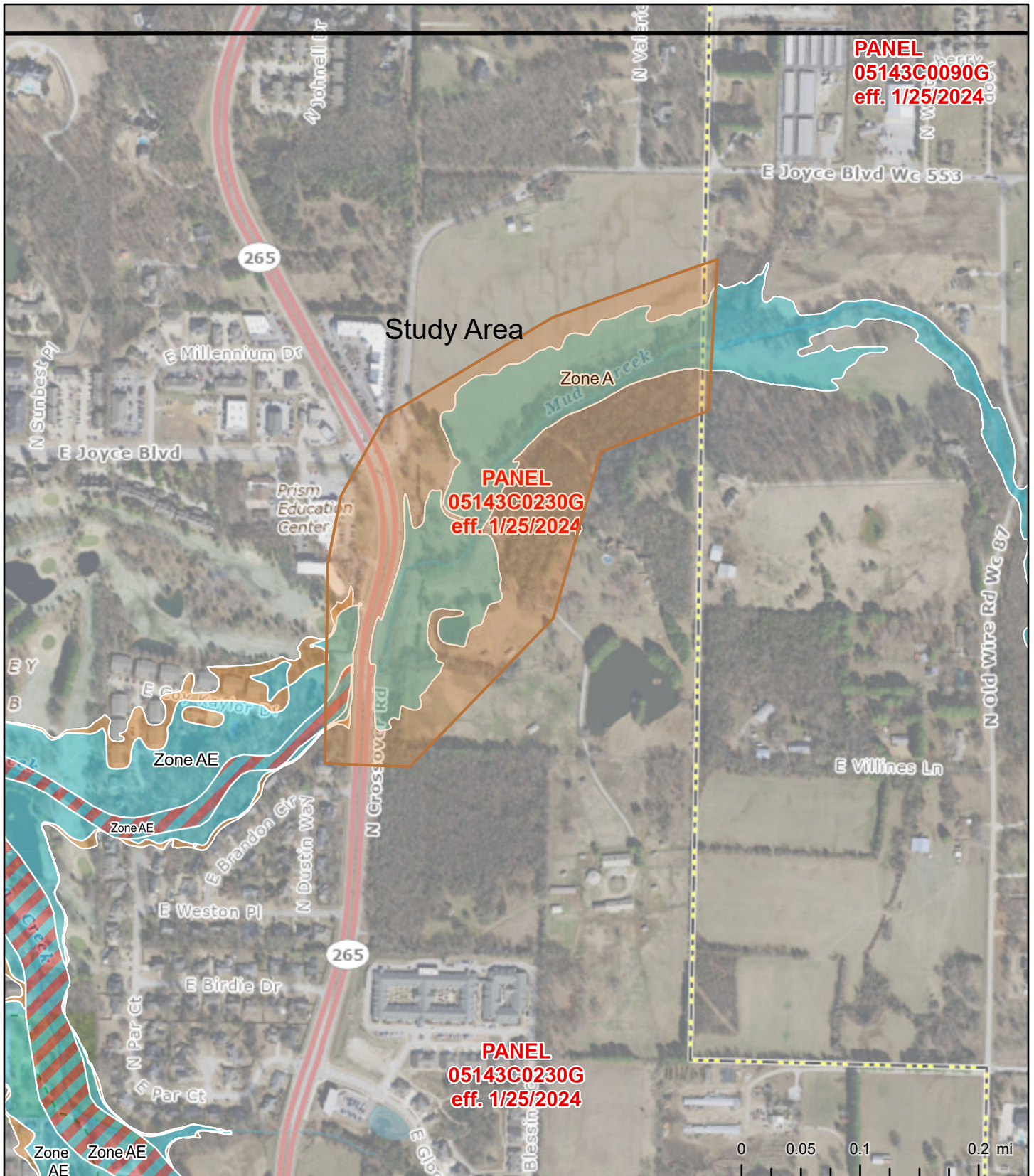
By: _____

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk



- Override 1
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard
- SFHA / Flood Zone Boundary
- FIRM Panels

Exhibit A

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 11/26/2024
Credits: FEMA, City of Fayetteville, AR, 2024 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

November 19, 2024

Jorgensen + Associates
Attn: Blake Jorgensen
124 W Sunbridge Drive Suite 5
Fayetteville, Arkansas 72703

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Floodplain Analysis and Letter of Map Revision (LOMR) (the "Project")
Mud Creek, Washington County, Arkansas

Dear Mr. Jorgensen:

It is our understanding that Jorgensen + Associates ("Client") requests Olsson, Inc. ("Olsson") to perform services described herein pursuant to terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for Project.

Olsson has acquainted itself with information provided by Client relative to Project and based upon such information offers to provide the services described below for Project. Client warrants that it is either legal Owner of property to be improved by this Project or that Client is acting as duly authorized agent of legal Owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into Agreement by this reference. In event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding services to be performed by Olsson, terms of General Provisions shall take precedence.

Olsson shall provide following services ("Scope of Services") to Client for Project as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under Agreement as follows:

Anticipated Start Date:	December 1, 2024
Anticipated Phase 100 Completion Date:	Three (3) months following receipt of executed Agreement and pertinent information. (i.e., FEMA Effective Model, Client-provided development data)
Anticipated Phase 200 Completion Date:	Three (3) months following receipt of as-built data for Project site

Please note that receipt of Federal Emergency Management Agency (FEMA) effective hydraulic model may take up to one (1) to two (2) months as it is subject to outside influences (e.g., FEMA Library schedule, data transfers, et cetera). The period of December 23, 2024 through January 3, 2025 will not apply to Project timeline due to holiday season.

Olsson will endeavor to start its services on Anticipated Start Date and to complete its services on Anticipated Completion Date. However, Anticipated Start Date, Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) plus reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you risks, rewards and benefits of Project, Scope of Services, and our fees for such services and Agreement represents entire understanding between Client and Olsson with respect to Project. Agreement may only be modified in writing signed by both parties. Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in space provided below. Retain one original for your files and return an executed original to Olsson. Proposal will be open for acceptance for a period of 30 days from date set forth above, unless changed by us in writing.

OLSSON, INC.

By Lee Beshoner
Lee Beshoner, PE, CFM

By Brent Johnson
Brent Johnson, Senior Team Leader

By signing below, you acknowledge that you have full authority to bind Client to terms of Agreement. If you accept terms set forth herein, please sign:

JORGENSEN + ASSOCIATES

By [Signature]
Signature

Print Name Blake Jorgensen

Title Co-Owner

Dated _____

Attachments

General Provisions

Scope of Services

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated November 19, 2024 between Jorgensen + Associates ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor 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, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict

liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of Letter Agreement for Professional Services dated November 19, 2024 between Jorgensen + Associates ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Mud Creek, Washington County, Arkansas

Project Description: Floodplain Analysis and Letter of Map Revision (LOMR)

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Mud Creek Floodplain Analysis **\$15,800.00**

Olsson shall provide the following services:

- Perform general Project coordination, including emails and telephone calls with Client
- Attend one (1) teleconference meeting, if required, with Client. Attend one (1) teleconference meeting, as required, with City of Fayetteville, Arkansas City Floodplain Administrator to address minor questions. Additional coordination requirements with Client or others not specifically mentioned in Scope of Services to discuss or explain Project results will be considered as Additional Services.
- Perform Project coordination activities with Federal Emergency Management Agency (FEMA) Technical Reviewer as needed to address questions regarding submittal LOMR Change application
- Obtain copy of effective hydrologic and hydraulic modeling, if available, for Mud Creek from FEMA Engineering Library or other source. Please note that receipt of FEMA effective hydraulic model may take up to one (1) to two (2) months as it is subject to outside influences (e.g., FEMA Library schedule, data transfers, et cetera).
- Review effective modeling to confirm that it matches what is shown in current Flood Insurance Study information for Washington County, Arkansas and Incorporated Areas, dated January 25, 2024
 - Create replica hydrologic and hydraulic modeling for Project area using FEMA Standards and Technical Reference guidelines, if no hydrologic or hydraulic models are available at time of analysis
 - Collection of additional data to extend models beyond proposed Project extents or processing of additional datasets may be required and shall be considered as additional services and may extend timeline
- Obtain publicly available topographic data for Project area and process data in preparation for further refinement of existing hydraulic modeling and floodplain mapping

- Upon completion of review, Olsson shall make updates to effective hydrologic model, where necessary, to develop a proposed conditions model. If no hydrologic model is available, Olsson shall create a replica hydrologic model using FEMA Standard and Technical Reference guidelines. Updates to hydrologic modeling may include, but are not limited to:
 - Review and updated as needed, land use and Manning's roughness coefficient data
 - Recalculate Time of Concentration for Project Area
- Continue to hydraulic analysis if there is No Adverse Impact to hydrologic conditions of Mud Creek (e.g., no increase in reported flows). If a No-Adverse-Impact condition is not achieved, Olsson shall perform up to one (1) additional modeling scenario in an attempt to meet a No-Adverse-Impact condition. If additional modeling scenarios, outside of additional scenario run listed above, are required, these tasks may be performed as Additional Services.
- Refine hydraulic modeling to add additional detailed information using data acquired, as necessary at Project location to create Existing Conditions/Corrected Effective Model. These updates may include, but are not limited to:
 - Update United States Army Corps of Engineers (USACE) HEC-RAS (Version 6.x) program
 - Review and update Manning's "n" roughness coefficients, as needed
 - Define downstream boundary condition for current Project area of interest
 - Incorporation of any survey or topographic data deemed necessary for modeling Project area
 - Develop floodway encroachments along Mud Creek upstream of Highway 265 to Fayetteville, Arkansas city limits
- Use developed copy of Corrected Effective model and modify geometry to develop a Proposed Conditions Model, representing proposed development. Results of Proposed Conditions model will be compared against results of Corrected Effective model to determine if development creates an adverse impact on neighboring properties.
- If No-Adverse-Impact condition is achieved, Olsson shall prepare a short report with supporting documentation for submittal to Client describing methods used and results determined in analysis for submission to City of Fayetteville, Arkansas Floodplain Administrator. If No-Adverse-Impact condition is not achieved, Olsson shall perform up to one (1) additional model scenario in an attempt to meet a No-Adverse-Impact condition. If additional modeling scenarios, outside of one (1) scenario run listed above is required, these tasks may be performed as Additional Services
- Prepare preliminary LOMR application, including supporting mapping and profiles along Project area, and submit to Client for review and comment. Floodplain information will be prepared to FEMA's Floodplain Boundary Standards and DFIRM format.
- Address up to one (1) set of comments provide by Client and City of Fayetteville, Arkansas Floodplain Administrator within two (2) weeks following receipt. After addressing comments, Olsson shall finalize No-Adverse-Impact documentation.

Phase 200 – LOMR Application and Fee**\$11,700.00**

Olsson shall provide the following services:

- Update preliminary LOMR application with as-built data provided by Client
- Prepare a draft property Owner notification for inclusion in LOMR Application
- Upon acceptance of LOMR by Client, Olsson shall finalize and submit final LOMR application to City of Fayetteville, Arkansas Floodplain Administrator for approval and then to FEMA for review and acceptance
- Address comments received by Client, Fayetteville, Arkansas Floodplain Administrator, or FEMA's LOMR Reviewer regarding hydraulic analysis, LOMR Application details, and property Owner notifications within two (2) weeks after receipt. Questions directed to development will be Client's responsibility.
- Work with City of Fayetteville, Arkansas to distribute property Owner notifications upon approval from FEMA
- Current LOMR review fee for an online submittal is \$8,000.00. Initial fee is included in this Scope of Services. If review fee changes prior to submittal of LOMR, Additional Services in amount of increase will be required. All outstanding invoices, as well as review fee, must be paid in full before submittal of LOMR to FEMA.
- Anticipate completion of Report and Documentation will be completed within two (2) weeks from completion of Hydraulic Analysis

PROJECT TOTAL: \$27,500.00**ASSUMPTIONS**

- Project area for hydrologic analysis will be all areas that drain to N Crossover Road, Fayetteville, Arkansas approximately 1,200 feet downstream of Project Location
- Project area for hydraulic analysis will be from effective lettered cross section G upstream to Fayetteville City Limits as shown on Washinton County, Arkansas, and Incorporated Areas Flood Insurance Rate Map (FIRM) 05143C0230G, dated January 25, 2024
 - Survey data will be provided to Olsson by Client for Project area and structures along Mud Creek required to perform analyses. Necessary survey data shall be certified by a registered Professional Surveyor in State of Arkansas and shall be provided in a Horizontal Datum of NAD83, Arkansas State Plane North Zone (US Survey Foot) and a Vertical Datum of NAVD 88. Olsson shall perform coordination with surveyor to describe information required.

EXCLUSIONS

- Coordination with impacted property Owners and/or local, state, or federal entities that may have a regulatory jurisdiction over Project area, such as Arkansas Natural Resources Division, U.S. Fish and Wildlife, USACE, et cetera unless identified in Project Scope of Services specifically. If needed, coordination for these entities may be performed as Additional Services.
- Additional data of analyses requested by Client of City will be considered as Additional Services, unless identified in the above Scope of Services
- Meetings with Client or Others not specifically described in the above Scope of Services will be considered as Additional Services

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

SUBJECT: **Approval of a cost share agreement in the amount of \$33,050 with Fayetteville Public Schools and Titan TLH, LLC for a detailed engineering flood study of Farmington Branch from the City Limits to W Martin Luther King Jr Blvd and Farmington Branch Tributary from Farmington Branch to the upstream limits of the current Zone A floodplain.**

RECOMMENDATION:

Staff recommends approval of a cost share agreement in the amount of \$33,050 with Fayetteville Public Schools and Titan TLH, LLC for a detailed engineering flood study of Farmington Branch from the City Limits to W Martin Luther King Jr Blvd and Farmington Branch Tributary from Farmington Branch to the upstream limits of the current Zone A floodplain.

BACKGROUND:

Fayetteville Public Schools (FPS) has recently proposed improvements to John L Colbert Middle School which partially lies within the Zone A floodplain on the property. In addition, Titan TLH, LLC currently has property south of the school under contract which could also encroach within the Zone A floodplain.

DISCUSSION:

The current proposed improvements to the school and the proposed development south of the school would be required to provide a flood study for any proposed encroachment into the Zone A floodplain. Rather than have each development provide their own analysis of the stream, staff feels it much more efficient and accurate to analyze the developments together. Additionally, there is a considerable Zone A area on Farmington Branch south of these locations. To more accurately analyze the developments in question, some study of Farmington Branch is also required. The city and surrounding property owners would benefit from this detailed study as well.

As such, staff is proposing to enter into a cost share agreement that would perform a detailed analysis of Farmington Branch and the Farmington Branch tributary in question. The current proposal is for each party to pay 1/3 of the cost of the study. This allows for some economy of scale and a reduced cost to all parties as compared to performing flood studies individually. As also stated, staff feels that the results would be much more accurate by taking into consideration the system and proposed improvements as a whole and be beneficial to all parties included.

BUDGET/STAFF IMPACT:

The total cost of the study is proposed to be \$33,050 with the total cost being split equally by all parties. The

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

City portion would be \$11,017 and the source of funding would be 02108.1, Sales Tax Capital Improvement Other Drainage Improvements.

ATTACHMENTS: SRF (#3) , Farmington Branch and Tributary Flood Study Cost Share (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-949

Approval of a cost share agreement in the amount of \$33,050 with Fayetteville Public Schools and Titan TLH, LLC for a detailed engineering flood study of Farmington Branch from the City Limits to W Martin Luther King Jr Blvd and Farmington Branch Tributary from Farmington Branch to the upstream limits of the current Zone A floodplain.

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH FAYETTEVILLE PUBLIC SCHOOLS AND TITAN TLH, LLC. IN THE AMOUNT OF \$33,050.00 FOR A DETAILED ENGINEERING FLOOD STUDY OF THE FARMINGTON BRANCH FLOODPLAIN

WHEREAS, Fayetteville Public Schools has recently proposed improvements to John L. Colbert Middle School which partially lies within a floodplain on the property; and

WHEREAS, Titan TLH, LLC currently has property south of the school under contract and is planning a development that could also encroach into the floodplain; and

WHEREAS, the current proposed improvements to the school and the proposed development south of the school would be required to provide a flood study; and

WHEREAS, rather than have each development provide individual flood studies, staff recommends a cost share agreement that will provide for a detailed analysis of the broader floodplain in that area.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a cost share agreement with Fayetteville Public Schools and Titan TLH, LLC in the amount of \$33,050.00 for a detailed engineering flood study of Farmington Branch from the city limits to West Martin Luther King Jr. Blvd and Farmington Branch Tributary from Farmington Branch to the upstream limits of the current Zone A floodplain, with the cost of the study split equally between the parties.

City of Fayetteville Staff Review Form

2024-949

Item ID

1/7/2025

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

Chris Brown

12/5/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a cost share agreement in the amount of \$33,050 with Fayetteville Public Schools and Titan TLH, LLC for a detailed engineering flood study of Farmington Branch from the City Limits to W Martin Luther King Jr Blvd and Farmington Branch Tributary from Farmington Branch to the upstream limits of the current Zone A floodplain.

Budget Impact:

4470.621.8810-5314.00

Sales Tax Capital Improvement

Account Number

Fund

02108.1

Other Drainage Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 311,130.00

Expenses (Actual+Encum)

\$ 59,224.96

Available Budget

\$ 251,905.04

Does item have a direct cost? Yes

Item Cost

\$ 11,017.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 240,888.04

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CONTRACTUAL AGREEMENT FOR
COST SHARE OF FARMINGTON BRANCH
AND TRIBUTARY FLOOD STUDY

This Agreement, made and entered into on this _____ day of January 2025, by and between the City of Fayetteville, Arkansas ("City"), Titan TLH, LLC ("Titan"), and Fayetteville Public School District ("FPS"), witnesseth:

WHEREAS, FPS and Titan have planned developments on the East side of S Ruppel Road just north of W Martin Luther King Jr BLVD which may encroach or already encroach into Zone A floodplain areas; and

WHEREAS, Due to the fact Zone A floodplain exists on the properties a detailed flood study is required to be performed; and

WHEREAS, the City has an interest in extending the detailed flood study for Farmington Branch from the City limits to W Martin Luther King Jr Blvd, all of which is outside of the proposed project areas for FPS and Titan; and

WHEREAS, FPS, the City and Titan recognize that a full and complete flood study of the entire area as shown in Exhibit A is beneficial to all parties.

NOW, THEREFORE, the City of Fayetteville, Arkansas, Fayetteville Public School District and Titan TLH, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

- A. Reimburse FPS for 1/3 of the cost of the detailed floodplain study from the end of the existing detailed study including Farmington Branch from the City limits to W Martin Luther King Jr BLVD and Farmington Branch Tributary from its confluence with Farmington Branch to the upstream limits of the current Zone A area. The total cost of said study shall not exceed \$33,050 as shown in Exhibit B unless agreed upon by all parties in advance.
- B. Payments due to FPS shall be remitted within sixty (60) days after receipt of valid invoices.
- C. Withhold all permit approvals from any development required to contribute to the study until proof of payment is provided.

2. Titan, TLH, LLC agrees to:

- A. Reimburse FPS for 1/3 of the cost of the detailed floodplain study from the end of the existing detailed study including Farmington Branch from the City limits to W Martin Luther King Jr Blvd and Farmington Branch Tributary from its confluence with Farmington Branch to the upstream limits of the current Zone

A area. The total cost of said study shall not exceed \$33,050 as shown in Exhibit B unless agreed upon by all parties in advance.

B. Payments due to FPS shall be remitted within sixty (60) days after receipt of valid invoices.

3. Fayetteville Public School District agrees to:

A. Engage FTN/Olsson to perform the study as soon as practicable as shown on the attached Exhibits A and B. Said study shall include a duplicate effective, corrective effective and post-project model showing that the proposed roadway alignment causes no increase in base flood elevation, channel velocity or flood flows unless variances are approved from these requirements.

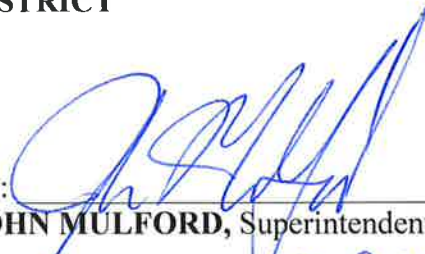
B. Provide a copy of the study in electronic format including electronic HEC-RAS files.

C. Pay for the study (with reimbursement of 1/3 of the cost of the full study amount by the City of Fayetteville and 1/3 of the cost of the full study amount by Titan TLH, LLC. The total cost of said study shall not exceed \$33,050 without agreement by all parties in advance.

D. Provide a copy of the invoices from the engineer for review along with the requests for reimbursement.

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

FAYETTEVILLE PUBLIC SCHOOL DISTRICT

By: 
JOHN MULFORD, Superintendent
12-9-2021

ATTEST:

By: _____

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk

TITAN TLH, LLC

By: Tonya Harris
TONYA HARRIS, Incorporator/Organizer

WITNESS:

By: [Signature]



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

November 20, 2024

Jorgensen & Associates
Attn: Blake Jorgensen, PE
124 W Sunbridge Drive Suite 5
Fayetteville, Arkansas 72703

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Floodplain Analysis and Letter of Map Revision (LOMR) (the "Project")
North Fork Farmington Branch and North Fork Farmington Branch Tributary 1,
Fayetteville, Arkansas

Dear Mr. Jorgensen:

It is our understanding that Jorgensen + Associates ("Client") requests Olsson, Inc. ("Olsson") to perform services described herein pursuant to terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for Project.

Olsson has acquainted itself with information provided by Client relative to Project and based upon such information offers to provide the services described below for Project. Client warrants that it is either legal Owner of property to be improved by this Project or that Client is acting as duly authorized agent of legal Owner of such property. Client acknowledges that it has reviewed the General Provisions, and any exhibits attached hereto, which are expressly made a part of and incorporated into Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and General Provisions regarding services to be performed by Olsson, terms of the General Provisions shall take precedence.

Olsson shall provide following services ("Scope of Services") to Client for Project as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: December 1, 2024

Anticipated Phase 100 Completion Date: Three (3) months following receipt of executed Agreement and pertinent information (i.e., Federal Emergency Management Agency (FEMA) Effective Model, Client-provided development data)

Anticipated Phase 200 Completion Date: Three (3) months following receipt of as-built data

Please note that receipt of FEMA effective hydraulic model may take up to one (1) to-two (2) months as it is subject to outside influences (e.g., FEMA Library schedule, data transfers, et cetera). Period of December 23, 2024 through January 3, 2025 will not apply to Project timeline due to holiday season.

Olsson will endeavor to start its services on Anticipated Start Date and to complete its services on Anticipated Completion Date. However, Anticipated Start Date, Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Thirty-Three Thousand Fifty Dollars (\$33,050.00) plus reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of Project, Scope of Services, and our fees for such services and Agreement represents entire understanding between Client and Olsson with respect to Project. Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Lee Beshoner
Lee Beshoner, PE, CFM

By Brent Johnson
Brent Johnson, PE, Senior Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

JORGENSEN & ASSOCIATES

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Reimbursable Expense Schedule

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated November 20, 2024 between Jorgensen + Associates ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor 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, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in

addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of

the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or

discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict

liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated November 20, 2024 between Jorgenson + Associates (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: North Fork Farmington Branch and North Fork Farmington Branch Tributary 1, Fayetteville, Arkansas

Project Description: Floodplain Analysis and Letter of Map Revision (LOMR)

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 – North Fork Farmington Branch and Tributary 1 Floodplain Analysis \$20,350.00

Olsson shall provide the following services

- Perform general project coordination, including project emails and telephone calls with Client.
- Attend one (1) teleconference meeting, if required, with Client. Coordination time, as required, with City of Fayetteville, Arkansas (City) Floodplain Administrator to address minor questions. Additional coordination requirements with Client or Others not specifically mentioned in Scope of Services to discuss or explain project results will be considered as Additional Services.
- Project coordination activities with Federal Emergency Management Agency (FEMA) Technical Reviewer, as required, to address questions regarding submittal Letter of Map Change application.
- Obtain a copy of effective hydrologic and hydraulic modeling, if available, for North Fork Farmington Branch (NFFB) and North Fork Farmington Branch Tributary 1 (NFFBT1) from FEMA Engineering Library or other source. Please note that receipt of FEMA effective model may take up to one (1) to two (2) months as it is subject to outside influences (e.g., FEMA library schedule, data transfers, et cetera).
- Review effective modeling to confirm that it matches what is shown in current Flood Insurance Study information for Washington County, Arkansas and Incorporated Areas, dated January 25, 2024.
 - The project area for hydrologic analysis will be all areas that drain to N Holland Drive, Fayetteville, Arkansas extending approximately 2,300 feet downstream of the Project Location.

- The project area for the hydraulic analysis will be from NFFB effective lettered cross section F upstream to Highway 62 (Martin Luther King Junior Blvd), Fayetteville, Arkansas and NFFBT1 from its confluence with NFFB upstream to S Dinsmore Trail, Fayetteville, Arkansas as shown on Washinton County, Arkansas, and Incorporated Areas Flood Insurance Rate Map (FIRM) 05143C0215G, dated January 25, 2024.
 - If collection of additional data to extend models beyond proposed Project extents or processing of additional datasets is required, these tasks will be considered as Additional Services and may extend timeline.
- Obtain publicly available topographic data for Project area and process data in preparation for further refinement of existing hydraulic modeling and floodplain mapping.
- Upon completion of review, Olsson shall make updates to effective hydrologic model, where necessary, to develop a proposed conditions model. Updates to hydrologic modeling may include, but are not limited to:
 - Review and updated as needed, land use and Manning's roughness coefficient data.
 - Recalculate Time of Concentration for Project Area.
- If there is No Adverse Impact to hydrologic conditions of North Fork Farmington Branch and North Fork Farmington Branch Tributary 1 (e.g., no increase in reported flows), Olsson shall continue to hydraulic analysis. If a No-Adverse-Impact condition is not achieved, Olsson shall perform up to one (1) additional modeling scenario in an attempt to meet a No-Adverse-Impact condition. If additional modeling scenarios, outside of additional scenario run listed above, are required, these may be performed as Additional Services.
- Refine hydraulic modeling to add additional detailed information, as necessary at Project location to create Existing Conditions/Corrected Effective Model. These updates may include, but are not limited to:
 - Update USACE's HEC-RAS (Version 6.x) program.
 - Review and update Manning's "n" roughness coefficients, as required.
 - Define downstream boundary condition for current Project area of interest.
 - Incorporation of any survey or topographic data deemed necessary for modeling Project area.
 - Develop floodway encroachments along NFFB, from effective cross section E upstream to Highway 62, and NFFBT1, from the confluence with NFFB upstream to S Dinsmore Trail, Fayetteville, Arkansas.
- Use copy of Corrected Effective model and modify geometry to develop a Proposed Conditions Model, representing proposed development. Results of Proposed Conditions model will be compared against results of Corrected Effective model to determine if development creates an adverse impact on neighboring properties.
- If No-Adverse-Impact condition is achieved, Olsson shall proceed with report. If No-Adverse-Impact condition is not achieved, Olsson shall perform up to one (1) additional model scenario in an attempt to meet a No-Adverse-Impact condition. If additional modeling scenarios, outside of one (1) scenario run listed above is required, these may be performed as Additional Services.
- If a No-Adverse Impact condition is achieved, Olsson shall finalize and prepare a short report with supporting documentation for submittal to Client, describing methods used

and results determined in this analysis for submission to City of Fayetteville, Arkansas Floodplain Administrator.

- Prepare preliminary LOMR application, including supporting mapping and profiles along Project area, and submit it to Client for review and comment. Floodplain information will be prepared to FEMA's Floodplain Boundary Standards and DFIRM format.
- Address up to one (1) set of comments from Client and City Floodplain Administrator within two (2) weeks following receipt. After addressing comments, Olsson shall finalize No-Adverse-Impact documentation.

Phase 200 – LOMR Application and Fee

\$12,700.00

Olsson shall provide the following services

- Update preliminary LOMR application from report with as-built data provided by Client.
- Prepare draft property Owner notification for inclusion in LOMR Application.
- Upon Client's acceptance of LOMR, Olsson shall finalize and submit final LOMR application to City of Fayetteville, Arkansas Floodplain Administrator for approval and to FEMA for review and acceptance.
- Address comments from Client, City Floodplain Administrator, or FEMA's LOMR Reviewer regarding hydraulic analysis, LOMR application details, and property owner notifications within two (2) weeks after receipt. Questions directed to development will be Client's responsibility.
- Work with City to distribute property owner notifications upon approval from FEMA.
- Current LOMR review fee for an online submittal is \$8,000.00. Initial fee is included in this Scope of Services. If review fee changes prior to submittal of LOMR, Additional Services in amount of increase will be required. All outstanding invoices, as well as review fee, must be paid in full before submittal of LOMR to FEMA.

PROJECT TOTAL: \$33,050.00

ADDITIONAL SERVICES

- If no hydrologic or hydraulic models are available at time of analysis, Olsson shall create replica hydrologic and hydraulic modeling for Project area using FEMA standards and Technical Reference guidelines.

ASSUMPTIONS

- Survey data will be provided by Client for Project area and structures along NFFB and NFFBT1 in Project area. Necessary survey data shall be certified by a registered Professional Surveyor in State of Arkansas and shall be provided in a Horizontal Datum of NAD83, Arkansas State Plane North Zone (US Survey Foot) and a Vertical Datum of NAVD 88. Olsson shall perform coordination with surveyor to describe information required, as required.

EXCLUSIONS

- Coordination with impacted property Owners and/or local, state, or federal entities that may have a regulatory jurisdiction over Project area, such as Arkansas Natural Resources Division, U.S. Fish and Wildlife, U.S. Army Corps of Engineers, et cetera unless identified in the above Scope of Services specifically. If required, coordination for these entities may be performed as Additional Services.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **RANDALL FORD INC.**

RECOMMENDATION:

COUNCIL TO APPROVE THE PURCHASE OF (5) WORK TRUCKS AND A PLOW FROM RANDALL FORD OF FORT SMITH FOR \$319,072 PLUS ANY FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES THROUGH ORDINANCE 6491.

BACKGROUND:

Expansion units 2307 F150 Hybrid (WSEW_F117), 3039 Ford F550 (TRAN_F137), 3040 Ford F550 (TRAN_F140) with 93040 snow plow (TRAN_F141), are work trucks for the Water Sewer and Transportation construction crews passed with the passage of the FY25 budget. Units 2178 Ford F150 (TRAN_F089) and 2162 (WSEW_F001) have reached replacement by Faster points and will be replaced with like units.

DISCUSSION:

All expansion work trucks have come in under budget. On October of 2024, unit 2162 was involved in a not a fault accident and insurance declared it to be totaled. Fleet will replace it with a like unit. Internal Fleet collections were made up by a 3rd party insurance payout. Unit 2178 is a 2014 Ford F150 2WD with a V8 engine. Transportation has requested an upgrade to a 4x4 crew cab for the trails maintenance crew. Fleet Operations has additionally changed this to a hybrid to better meet climate action plan goals.

BUDGET/STAFF IMPACT:

These units were unanimously approved at the December 10th Equipment Committee.

ATTACHMENTS: SRF (#3) , Quote Randall - Tran F140 Truck and Plow - \$101,043 (#4), Quote Randall - Tran F137 - \$89,740 (#5), Quote Randall - Tran F089 - \$46,869 (#6), Quote Randall - Wsewf 117 Ford - \$48,813 (#7), Quote Randall -Wsew F001 - \$32,607 (#8), Vehicle Purchase Ordinance (#9), Quotes Superior (#10), Quotes Lewis Ford (#11)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1066

RANDALL FORD INC.

A RESOLUTION TO APPROVE THE PURCHASE OF FIVE WORK TRUCKS FROM RANDALL FORD OF FORT SMITH, PURSUANT TO ORDINANCE 6491, IN THE TOTAL AMOUNT OF \$319,072.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, expansion units 2307, 3039, and 3040 are work trucks for the Water, Sewer, and Transportation construction crews approved in the 2025 budget; and

WHEREAS, unit 2162 was involved in a not at fault accident and insurance declared it to be totaled; and

WHEREAS, Transportation has requested an upgrade to unit 2178 to a 4x4 for the trails maintenance crew; and

WHEREAS, these units were unanimously recommended for approval at the December 10th Equipment Committee Meeting.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of five work trucks from Randall Ford of Fort Smith, pursuant to Ordinance 6491, in the total amount of \$319,072.00, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

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

City of Fayetteville Staff Review Form

2024-1066

Item ID

1/7/2025

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

Chelsey Voden

12/13/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL TO APPROVE THE PURCHASE OF (5) WORK TRUCKS AND A PLOW FROM RANDALL FORD OF FORT SMITH FOR \$319,072 PLUS ANY FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES THROUGH ORDINANCE 6491. UNITS 2307 (WSEW_F117), 3039 (TRAN_F137), 3040 (TRAN_F140) WITH SNOW PLOW 93040 (TRAN_F141), 2178 (TRAN_F089) AND 2162 (WSEW_F001).

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02079.2025, 02078.2025

Heavy Duty Utility Vehicles, Light/ Medium
Trucks

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,351,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,351,000.00

Does item have a direct cost? Yes

Item Cost

\$ 319,072.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,031,928.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CNGP530

VEHICLE ORDER CONFIRMATION

11/25/24 12:37:04

==>

Dealer: F23562

2025 F-SERIES SD

Page: 1 of 2

Order No: 0000 Priority: M3 Ord FIN: QC689 Order Type: 5B Price Level: 520

Ord PEP: 660A Cust/Flt Name: CITY OF FAYET PO Number:

RETAIL

RETAIL

W5H F550 4X4 CRW CC \$62190
 179" WHEELBASE
 Z1 OXFORD WHITE
 A VNYL 40/20/40
 S MED DARK SLATE
 660A PREF EQUIP PKG
 .XL TRIM
 572 .AIR CONDITIONER NC
 .AMFM/MP3/CLK
 99T 6.7L V8 DIESEL 10495
 44G 10-SPD AUTOMATC NC
 TGJ 225 BSW AP 19.5
 X4L 4.30 LTD SLIP 395
 FLEET SPCL ADJ NC
 19500# GVWR PKG

425 50 STATE EMISS NC
 535 HI CAP TRLR TOW 580
 65Z AFT AXLE TANK NC
 68M PAYLD PLS UPG 1 1155
 794 PRICE CONCESSN
 REMARKS TRAILER
 86M DUAL BATTERY NC

TOTAL BASE AND OPTIONS 76810

TOTAL 76810

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

* MORE ORDER INFO NEXT PAGE *

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC05875

6

\$20,270

\$11,303

(2) Roof Mounted Becons

(2) Underbody Toolboxes

36 X 18 X 18

(1) Nert Bars

(1) Towing PKG

(1) Snow Plow

QC689 GPC

\$69,820

- \$350

\$69,470

+ \$31,573

\$101,043

CNGP530

VEHICLE ORDER CONFIRMATION

11/25/24 12:37:04

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Dealer: F23562

2025 F-SERIES SD

Page: 1 of 2

Order No: 0000 Priority: M3 Ord FIN: QC689 Order Type: 5B Price Level: 520

Ord PEP: 660A Cust/Flt Name: CITY OF FAYET PO Number:

RETAIL

RETAIL

W5H F550 4X4 CRW CC \$62190
 179" WHEELBASE
 Z1 OXFORD WHITE
 A VNYL 40/20/40
 S MED DARK SLATE
 660A PREF EQUIP PKG
 .XL TRIM
 572 .AIR CONDITIONER NC
 .AMFM/MP3/CLK
 99T 6.7L V8 DIESEL 10495
 44G 10-SPD AUTOMATC NC
 TGJ 225 BSW AP 19.5
 X4L 4.30 LTD SLIP 395
 FLEET SPCL ADJ NC
 19500# GVWR PKG

425 50 STATE EMISS NC
 535 HI CAP TRLR TOW 580
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 REMARKS TRAILER
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TOTAL BASE AND OPTIONS 76810

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S006 - MORE DATA IS AVAILABLE.

QC05875

#5

QC689 GPC

\$ 69,820

- \$350

\$ 69,470

(2) Roof Mounted Becons +20,270

(2) Underbody Toolboxes \$ 89,740

36X18X18

(1) Next Bars

(1) Towing PKG

(1) Install Dump Bed

CNGP530

VEHICLE ORDER CONFIRMATION

11/25/24 09:49:50

==>

Dealer: F23562

2025 F-150

Page: 1 of 2

Order No: 0002 Priority: B1 Ord FIN: QC689 Order Type: 5B Price Level: 535

Ord PEP: 104A Cust/Flt Name: CITY OF FAYET PO Number:

RETAIL

RETAIL

W1F 4X4 CREW XL HYB \$47880

.265/70R-17

145" WHEELBASE

3.73 ELEC LOCK

YZ OXFORD WHITE

7400# GVWR

U CLTH 40/CON/40

FLEET SPCL ADJ

NC

S MED DARK SLATE

425 50 STATE EMISS

NC

104A EQUIP GRP 4755

STD FUEL TANK

.XL HYBRID

794 PRICE CONCESSN

.FOG LAMPS

.17" SILVER ALUM

TOTAL BASE AND OPTIONS 54630

.CHROME BUMPERS

TOTAL 54630

.PRIVACY GLASS

THIS IS NOT AN INVOICE

.AUTO TEMP CNTL

*TOTAL PRICE EXCLUDES COMP PR

.8-WAY PWR SEAT

99D 3.5L HYBRID V6

* MORE ORDER INFO NEXT PAGE *

44H HEV 10-SPD AUTO

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC05875

2

50,469
QC689 GPC - 3,600
46,869

CNGP530

VEHICLE ORDER CONFIRMATION

11/25/24 10:53:36

==>

Dealer: F23562

2025 F-150

Page: 1 of 2

Order No: 0004 Priority: B1 Ord FIN: QC689 Order Type: 5B Price Level: 535

Ord PEP: 104A Cust/Flt Name: CITY OF FAYET PO Number:

RETAIL

RETAIL

W1F 4X4 CREW XL HYB \$47880

.265/70R-17

145" WHEELBASE

3.73 ELEC LOCK

YZ OXFORD WHITE

7400# GVWR

U CLTH 40/CON/40

FLEET SPCL ADJ

NC

S MED DARK SLATE

425 50 STATE EMISS

NC

104A EQUIP GRP 4755

53T TOW/HAUL PKG

275

.XL HYBRID

.TRL BRAKE CONTR

.FOG LAMPS

.17" SILVER ALUM

TOTAL BASE AND OPTIONS 54905

.CHROME BUMPERS

TOTAL 54905

.PRIVACY GLASS

THIS IS NOT AN INVOICE

.AUTO TEMP CNTL

*TOTAL PRICE EXCLUDES COMP PR

.8-WAY PWR SEAT

* MORE ORDER INFO NEXT PAGE *

99D 3.5L HYBRID V6

F8=Next

44H HEV 10-SPD AUTO

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC05875

#4

QC689 GPC $\$50,706$
 $-\$3,600$

 $\$47,106$
 Nert Bars $+\$475$

 $\$47,581$
 2 Side Tool Boxes $+\$1,232$
 Installed

 $\$48,813$

CNGP530

VEHICLE ORDER CONFIRMATION

11/25/24 10:37:09

==>

Dealer: F23562

2025 RANGER

Page: 1 of 1

Order No: 0003 Priority: C1 Ord FIN: QC689 Order Type: 5B Price Level: 515

Ord PEP: 100A Cust/Flt Name: CITY OF FAYET

PO Number:

RETAIL

RETAIL

R4B RANGER 4X2 C/C \$32980

REMARKS TRAILER

.128" WHEELBASE

SP DLR ACCT ADJ

YZ OXFORD WHITE

SP FLT ACCT CR

B CLOTH SEATS

FUEL CHARGE

H EBONY INTERIOR

B4A NET INV FLT OPT NC

100A EQUIP GRP

DEST AND DELIV 1595

.XL SERIES

TOTAL BASE AND OPTIONS 34575

99H .2.3L ECOBOOST

TOTAL 34575

44T .10-SPD AUTO TR

THIS IS NOT AN INVOICE

255/70R17 A/T

*TOTAL PRICE EXCLUDES COMP PR

76F STX APPEAR PKG NC

.FOG LAMPS

.17"SILVER WHL

FLEET SPCL ADJ NC

794 PRICE CONCESSN

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC05875

QC689 GPC

2 side Tool Boxes
Installed

\$ 33,123

+ 1,600

\$ 31,523

+ 1,084

\$ 32,607

3

McGaugh, Les

From: Bolinger, Chuck <CBolinger@penskeautomotive.com>
Sent: Friday, May 20, 2022 9:07 AM
To: McGaugh, Les
Subject: FW: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

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

Well not good news

Thanks

Chuck Bolinger

From: Robert E. Wheeler <robert.e.wheeler@gm.com>
Sent: Friday, May 20, 2022 8:29 AM
Subject: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

WARNING: This is from an **EXTERNAL** source. Please exercise caution opening attachments or clicking links and forward suspicious emails with the PhishAlarm button or emailing itssecurity@penskeautomotive.com

Immediate 2023MY Order Cutoff for all fleet order types for the following select vehicle lines and all models:

- Cadillac CT5
- Cadillac Escalade ESC
- Cadillac Escalade ESV
- Buick Enclave
- Chevrolet Tahoe
- Chevrolet PPV
- Chevrolet Suburban

Orders placed today, May 20, 2022 are at risk of cancellation.

Please contact your Customer Support Representative or 800-FLEET-OP if you have questions or concerns.

Don Kaiser
Manager- Customer Support Team

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is

included in this message.

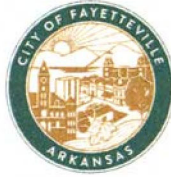
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2555 Telegraph Road, Bloomfield Hills, MI 48302.

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

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0718

Agenda Date: 10/5/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

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Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.



Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Retail] 2025 Ford Ranger (R4B) XL 2WD SuperCrew 5' Box (✔ Complete)

Quote: 2025 ITEM #3 CREW CAB RANGER 2WD TOOLBOXES WSEW_F001

Quote Worksheet

	MSRP
Base Price	\$32,980.00
Dest Charge	\$1,595.00
Total Options	\$0.00
Subtotal	\$34,575.00
SUPERIOR DISCOUNT	(\$150.00)
2 TOOLBOXES INSTALLED	\$1,125.00
Subtotal Pre-Tax Adjustments	\$975.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$35,550.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$35,550.00



11/25/2024

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24034. Data Updated: Nov 24, 2024 6:42:00 PM PST.



[Retail] 2025 Ford Ranger (R4B) XL 2WD SuperCrew 5' Box (Complete)

Quote: 2025 ITEM #3 CREW CAB RANGER 2WD TOOLBOXES WSEW_F001

Window Sticker

SUMMARY

[Retail] 2025 Ford Ranger (R4B) XL 2WD SuperCrew 5' BoxMSRP:\$32,980.00

Interior:Ebony, Cloth Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.3L EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
R4B	[Retail] 2025 Ford Ranger (R4B) XL 2WD SuperCrew 5' Box	\$32,980.00
OPTIONS		
100A	Equipment Group 100A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
44T	Transmission: Electronic 10-Speed Automatic	\$0.00
99H	Engine: 2.3L EcoBoost	\$0.00
BH	Ebony, Cloth Front Bucket Seats	\$0.00
YZ	Oxford White	\$0.00
—	3.73 Axle Ratio	\$0.00
—	Tires: 255/70R17 All-Terrain BSW	\$0.00

SUBTOTAL	\$32,980.00
Adjustments Total	\$0.00
Destination Charge	\$1,595.00
TOTAL PRICE	\$34,575.00

FUEL ECONOMY

Est City:21 (2024) MPG

Est Highway:25 (2024) MPG

Est Highway Cruising Range:450.00 mi

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Data Version: 24034. Data Updated: Nov 24, 2024 6:42:00 PM PST.



Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' Box (✔ Complete)

Quote: 2025 ITEM #2 CREW CAB F150 HYBRID 4WD TRAN_F089

Quote Worksheet

	MSRP
Base Price	\$47,880.00
Dest Charge	\$1,995.00
Total Options	\$4,755.00
Subtotal	\$54,630.00
FORD GOV. INCENTIVE QC689	(\$3,600.00)
SUPERIOR DISCOUNT	(\$500.00)
Subtotal Pre-Tax Adjustments	(\$4,100.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$50,530.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$50,530.00



11/25/2024

Dealer Signature / Date

Customer Signature / Date

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Data Version: 24034. Data Updated: Nov 24, 2024 6:42:00 PM PST.



[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' Box (✔ Complete)

Quote: 2025 ITEM #2 CREW CAB F150 HYBRID 4WD TRAN_F089

Window Sticker

SUMMARY

[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' BoxMSRP:\$47,880.00

Interior:Black w/Medium Dark Slate, Cloth 40/Console/40 Front Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PowerBoost Full-Hybrid V6

Transmission: Hybrid Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1F	[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' Box	\$47,880.00
OPTIONS		
104A	Equipment Group 104A Hybrid	\$4,755.00
153	Front License Plate Bracket	\$0.00
44H	Transmission: Hybrid Electronic 10-Speed Automatic	\$0.00
99D	Engine: 3.5L PowerBoost Full-Hybrid V6	\$0.00
US	Black w/Medium Dark Slate, Cloth 40/Console/40 Front Seats	\$0.00
XL6	Electronic Locking w/3.73 Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
—	Tires: 265/70R17 BSW A/T	\$0.00
—	Fleet Advertising Credit	\$0.00

SUBTOTAL	\$52,635.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$54,630.00

FUEL ECONOMY

Est City:23 (2024) MPG

Est Highway:23 (2024) MPG

Est Highway Cruising Range:703.80 mi

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Data Version: 24034. Data Updated: Nov 24, 2024 6:42:00 PM PST.



[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' Box (✔ Complete)

Quote: 2025 ITEM #4 CREW CAB F150 HYBRID 4WD TOW STEPS TOOLBOXES EXP WSEW_F117

Quote Worksheet

	MSRP
Base Price	\$47,880.00
Dest Charge	\$1,995.00
Total Options	\$5,665.00
Subtotal	\$55,540.00
FORD GOV. INCENTIVE QC689	(\$3,600.00)
SUPERIOR DISCOUNT	(\$500.00)
2 SIDE TOOL BOXES INSTALLED	\$1,250.00
Subtotal Pre-Tax Adjustments	(\$2,850.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$52,690.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$52,690.00



11/25/2024

Dealer Signature / Date

Customer Signature / Date



[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' Box (✔ Complete)

Quote: 2025 ITEM #4 CREW CAB F150 HYBRID 4WD TOW STEPS TOOLBOXES EXP WSEW_F117

Window Sticker

SUMMARY		
[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' Box		MSRP:\$47,880.00
Interior:Black w/Medium Dark Slate, Cloth 40/Console/40 Front Seats		
Exterior 1:Oxford White		
Exterior 2:No color has been selected.		
Engine: 3.5L PowerBoost Full-Hybrid V6		
Transmission: Hybrid Electronic 10-Speed Automatic		
OPTIONS		
CODE	MODEL	MSRP
W1F	[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' Box	\$47,880.00
OPTIONS		
104A	Equipment Group 104A Hybrid	\$4,755.00
153	Front License Plate Bracket	\$0.00
18C	6" Angular Bright Anodized Step Bar	\$635.00
44H	Transmission: Hybrid Electronic 10-Speed Automatic	\$0.00
53T	Tow/Haul Package	\$275.00
99D	Engine: 3.5L PowerBoost Full-Hybrid V6	\$0.00
US	Black w/Medium Dark Slate, Cloth 40/Console/40 Front Seats	\$0.00
XL6	Electronic Locking w/3.73 Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
—	Tires: 265/70R17 BSW A/T	\$0.00
—	Fleet Advertising Credit	\$0.00
SUBTOTAL		\$53,545.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$55,540.00
FUEL ECONOMY		
Est City:23 (2024) MPG		

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Data Version: 24034. Data Updated: Nov 24, 2024 6:42:00 PM PST.



Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2025 Ford F-150 (W1F) XL Hybrid 4WD SuperCrew 5.5' Box (✔ Complete)

Quote: 2025 ITEM #4 CREW CAB F150 HYBRID 4WD TOW STEPS TOOLBOXES EXP WSEW_F117

Est Highway:23 (2024) MPG

Est Highway Cruising Range:703.80 mi

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Data Version: 24034. Data Updated: Nov 24, 2024 6:42:00 PM PST.



[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✔ Complete)

Quote: 2025 ITEM #5 F550 CREW 4WD DUMPBODY, TOOLBOXES, BEACONS EXP TRAN_F137

Quote Worksheet

	MSRP
Base Price	\$62,190.00
Dest Charge	\$1,995.00
Total Options	\$13,945.00
Subtotal	\$78,130.00
FORD GOV INCENTIVE QC689	(\$350.00)
SUPERIOR DISCOUNT	(\$500.00)
DUAL AMBER BEACON KIT WHELEN	\$1,195.00
RUGBY DUMP BODY DU9-4 ELECTRIC OVER HYDRALIC - 20K RATED HITCH W/ 7WAY PLUG - 2 TOOLBOXES INSTALLED	\$16,247.00
Subtotal Pre-Tax Adjustments	\$16,592.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$94,722.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$94,722.00

11/25/2024

Dealer Signature / Date

Customer Signature / Date



[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA ( Complete)

Quote: 2025 ITEM #5 F550 CREW 4WD DUMPBODY, TOOLBOXES, BEACONS EXP TRAN_F137

Window Sticker

SUMMARY

[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA

MSRP:\$62,190.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W5H	[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA	\$62,190.00
	OPTIONS	
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$445.00
41P	Transfer Case Skid Plates	\$100.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
512	Spare Tire & Wheel	\$350.00
52B	Trailer Brake Controller	\$300.00
535	High Capacity Trailer Tow Package	\$580.00
61J	6-Ton Hydraulic Jack	Inc.
660A	Order Code 660A	\$0.00
67E	250 Amp Alternator	\$0.00
67X	Extra Heavy-Service Suspension Package	\$125.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
86M	Dual 68 AH/65 AGM Battery	Inc.
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$10,495.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	\$0.00

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Data Version: 24034. Data Updated: Nov 24, 2024 6:42:00 PM PST.



[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (Complete)

Quote: 2025 ITEM #5 F550 CREW 4WD DUMPBODY, TOOLBOXES, BEACONS EXP TRAN_F137

X4L	Limited Slip w/4.30 Axle Ratio	\$395.00
Z1	Oxford White	\$0.00
___	Fleet Advertising Credit	\$0.00
SUBTOTAL		\$76,135.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$78,130.00

FUEL ECONOMY	
Est City:N/A	
Est Highway:N/A	
Est Highway Cruising Range:N/A	

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Data Version: 24034. Data Updated: Nov 24, 2024 6:42:00 PM PST.



Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✔ Complete)

Quote: 2025 ITEM #6 F550 CREW 4WD DUMPBODY, TOOLBOXES, BEACONS, SNOWPLOW EXP
TRAN_F140

Quote Worksheet

	MSRP
Base Price	\$62,190.00
Dest Charge	\$1,995.00
Total Options	\$13,945.00
Subtotal	\$78,130.00
FORD GOV INCENTIVE QC689	(\$350.00)
SUPERIOR DISCOUNT	(\$500.00)
DUAL AMBER BEACON KIT WHELEN	\$1,195.00
RUGBY DUMP BODY DU9-4 ELECTRIC OVER HYDRALIC - 20K RATED HITCH W/ 7WAY PLUG - 2 TOOLBOXES INSTALLED	\$16,247.00
MEYER 8FT ROAD PRO SNOW PLOW SYSTEM	\$18,769.00
Subtotal Pre-Tax Adjustments	\$35,361.00
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$113,491.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$113,491.00

11/26/2024

Dealer Signature / Date

Customer Signature / Date

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Data Version: 24042. Data Updated: Nov 25, 2024 6:45:00 PM PST.



[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA (✔ Complete)

Quote: 2025 ITEM #6 F550 CREW 4WD DUMPBODY, TOOLBOXES, BEACONS, SNOWPLOW EXP
TRAN_F140

Window Sticker

SUMMARY

[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA

MSRP:\$62,190.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W5H	[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA	\$62,190.00
	OPTIONS	
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$445.00
41P	Transfer Case Skid Plates	\$100.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
512	Spare Tire & Wheel	\$350.00
52B	Trailer Brake Controller	\$300.00
535	High Capacity Trailer Tow Package	\$580.00
61J	6-Ton Hydraulic Jack	Inc.
660A	Order Code 660A	\$0.00
67E	250 Amp Alternator	\$0.00
67X	Extra Heavy-Service Suspension Package	\$125.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
86M	Dual 68 AH/65 AGM Battery	Inc.
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$10,495.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P	\$0.00

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Data Version: 24042. Data Updated: Nov 25, 2024 6:45:00 PM PST.



[Fleet] 2025 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 179" WB 60" CA ( Complete)

Quote: 2025 ITEM #6 F550 CREW 4WD DUMPBODY, TOOLBOXES, BEACONS, SNOWPLOW EXP
TRAN_F140

X4L	Limited Slip w/4.30 Axle Ratio	\$395.00
Z1	Oxford White	\$0.00
___	Fleet Advertising Credit	\$0.00
SUBTOTAL		\$76,135.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$78,130.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704

Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 11/26/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

ETA 3-4 Months

Side tool boxes added

(WSEW_F001)

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Selected Equip & Specs

Dimensions

- Conventional Capacity: 7,500 lbs.
- Front brake diameter: 12.2"
- Cargo box length: 59.6"
- Cargo box volume: 43.5 cu.ft.
- Cargo box max width: 62.4"
- Cargo box length feet: 5.0
- Vehicle body width: 79.0"
- Wheelbase: 128.7"
- Front track: 63.8"
- Frame section modulus: 5.0 cu.in.
- Front bumper to front axle: 35.8"
- Interior rear cargo volume with seats folded: 43.5 cu.ft.
- Total passenger volume: 98.3 cu.ft.
- Headroom second-row: 38.3"
- Leg room second-row: 34.6"
- Shoulder room second-row: 56.7"
- Hip room second-row: 54.1"
- GCWR: 12,368 lbs.
- Rear brake diameter: 12.1"
- Cargo box min width: 48.2"
- Pickup box depth: 20.9"
- Cargo box tailgate width: 55.4"
- Vehicle body length: 210.6"
- Vehicle body height: 73.9"
- Vehicle turning radius: 21.2'
- Rear track: 63.8"
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 143.8"
- Max interior rear cargo volume: 43.5 cu.ft.
- Headroom first-row: 41.0"
- Leg room first-row: 43.7"
- Shoulder room first-row: 57.1"
- Hip room first-row: 55.9"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Torque: 310 lb.-ft.@3000 RPM
- Auto stop-start engine
- 10-speed automatic
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- EcoBoost 2.3L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 270HP
- Horsepower: 270 HP@5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Rear-wheel drive
- Easy Fuel capless fuel filler

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 21 mpg/25 mpg/22 mpg
- Fuel economy combined: 22 mpg
- Gasoline secondary fuel type
- Fuel economy city: 21 mpg
- Fuel economy highway: 25 mpg
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Hill start assist
- Short and long arm front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black wheel well trim
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P255/70RS17 AT BSW front and rear tires
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black side window trim
- Black windshield trim
- Black rear bumper
- Body-coloured front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 8-inch front and rear silver aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Full floor console
- Fixed rear windshield
- Locking glove box
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- Cabback insulator
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Easy lower tailgate
- Front beverage holders
- 8 beverage holders
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Selected Equip & Specs (cont'd)

- PRND in IP

Comfort

- Manual climate control
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Rear under seat climate control ducts
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height and tilt adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Rear seat center armrest
- Cloth front seat upholstery
- Bucket front seats
- Front passenger seat with 6-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual height adjustable control passenger seat
- Fixed rear seats
- Rear bench seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- 10.1 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Oil pressure gauge
- Digital/analog instrumentation display
- Trip odometer
- In-radio display clock
- Exterior temperature display
- Driver information center
- Engine/electric motor temperature gauge

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)**

Price Level: 515

Selected Equip & Specs (cont'd)

- Voltmeter
- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- Transmission fluid temperature gauge
- Light tinted windows
- LED low and high beam headlights
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Front fog lights
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 4G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Vehicle tracker
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Restricted driving mode
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- Lane Keeping Alert
- Pedestrian impact prevention
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Manual rear child safety door locks

Dimensions*General Weights*

Curb weight 4,203 lbs.
GVWR 6,050 lbs.

Rear curb weight 1,855 lbs.
Payload 1,805 lbs.

Trailer Weights

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**2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Conventional capacity	7,500 lbs.	GCWR	12,368 lbs.
<i>Front Weights</i>			
Front curb weight	2,377 lbs.	GAWR front	2,930 lbs.
Axle capacity front	3,130 lbs.	Spring rating front	2,930 lbs.
Tire/wheel capacity front	3,130 lbs.		
<i>Rear Weights</i>			
GAWR rear	3,500 lbs.	Axle capacity rear	3,500 lbs.
Spring rating rear	3,500 lbs.	Tire/wheel capacity rear	3,571 lbs.
<i>Off Road</i>			
Min ground clearance	8.8"	Loading floor height	34.0 "
Approach angle	29.2	Departure angle	25.1
<i>Exterior Measurements</i>			
Vehicle body length	210.6"	Vehicle body width	79.0"
Vehicle body height	73.9"	Wheelbase	128.7"
Front brake diameter	12.2"	Cargo box length	59.6"
Rear brake diameter	12.1"	Cargo box min width	48.2"
Cargo box volume	43.5 cu.ft.	Pickup box depth	20.9"
Cargo box max width	62.4"	Cargo box tailgate width	55.4"
Cargo box length feet	5.0	Front track	63.8"
Rear track	63.8"	Vehicle turning radius	21.2'
Frame section modulus	5.0 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	35.8"	Front bumper to back of cab	143.8"
<i>Interior Measurements</i>			
Max interior rear cargo volume	43.5 cu.ft.	Interior rear cargo volume with seats folded	43.5 cu.ft.
<i>Interior Volume</i>			
Total passenger volume	98.3 cu.ft.		
<i>Headroom</i>			
Headroom first-row	41.0"	Headroom second-row	38.3"
<i>Legroom</i>			
Leg room first-row	43.7"	Leg room second-row	34.6"
<i>Shoulder Room</i>			
Shoulder room first-row	57.1"	Shoulder room second-row	56.7"
<i>Hip Room</i>			
Hip room first-row	55.9"	Hip room second-row	54.1"

Powertrain

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2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Selected Equip & Specs (cont'd)

Engine

Engine EcoBoost 2.3L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 270HP

Engine cylinders I-4
Ignition Spark ignition system

Engine block material Aluminum engine block

Valves per cylinder 4

Engine location Front mounted engine
Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 2.3L
Bore 3.44"
Compression ratio 10.0cc 140 cu.in.
Stroke 3.7"
SAEJ1349 AUG2004 compliant

Engine Power

Horsepower 270 HP@5500 RPM

Torque 310 lb.-ft.@3000 RPM

Alternator

Alternator amps 150A

Alternator type Regular duty alternator

Battery

Battery amps 70Ah
Battery rating 700CCABattery type Lead acid battery
Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator
Drivetrain selectable Driver selectable drivetrain mode

Start-stop engine Auto stop-start engine

Transmission

Transmission 10-speed automatic

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission
First gear ratio 4.714
Third gear ratio 2.149
Fifth gear ratio 1.521
Reverse gear ratio 4.885
Eighth gear ratio 0.853
Tenth gear ratio 0.636Lock-up transmission Lock-up transmission
Second gear ratio 2.997
Fourth gear ratio 1.769
Sixth gear ratio 1.275
Seventh gear ratio 1
Ninth gear ratio 0.689
Selectable mode transmission Selectable mode transmission

Sequential shift control SelectShift Sequential shift control

Drive Type

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**2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Drive type Rear-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler

Fuel tank capacity 17.99 gal.

*Drive Feature*Traction control All-speed ABS and driveline
traction control**Fuel Economy and Emissions***Fuel Economy*Secondary fuel type Gasoline secondary fuel
type

Fuel economy combined 22 mpg

Fuel economy city 21 mpg

Fuel economy highway 25 mpg

Fuel economy (city/highway/combined) 21 mpg/25
mpg/22 mpgFuel economy status Previous year fuel
economy status*Emissions*

Emissions LEV3-ULEV50 emissions

Emissions tiers Tier 3 Bin 50 emissions

Green Values

Greenhouse gas score 5.00 GG

Energy Impact Score (Barrels per year) 13.5

Carbon FP / Tailpipe and upstream total GHG (CO₂,
tons per year) 8.0**Suspension and Handling***Suspension*

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front
shock absorbersRear shock absorbers Gas-pressurized rear
shock absorbers**Driveability***Brakes*

Brake type 4-wheel disc brakes

Ventilated brakes Front ventilated disc brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

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2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Selected Equip & Specs (cont'd)

ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system
<i>Brake Assistance</i>			
Hill start assist	Hill start assist	Brake assist system	Brake assist system
<i>Front Suspension</i>			
Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Short and long arm front suspension		
<i>Front Spring</i>			
Regular front springs	Regular front springs	Springs front	Front coil springs
<i>Rear Spring</i>			
Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs
<i>Rear Suspension</i>			
Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
<i>Steering</i>			
Steering Electric power-assist steering system		Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Steering type number of wheels	2-wheel steering system

Exterior*Front Wheels*

Front wheels diameter	17"	Front wheels width	8"
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Rear Wheels

Rear wheels diameter	17"	Rear wheels width	8"
----------------------------	-----	-------------------------	----

Front And Rear Wheels

Appearance	silver	Material	aluminum
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Front Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	255mm		

Rear Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S

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**2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)**

Price Level: 515

Selected Equip & Specs (cont'd)Tread AT
Width 255mm

Type P

Body Exterior*Trailering*

Towing wiring harness Trailer wiring harness

Towing trailer sway Trailer sway control

*Exterior Features*Box style Standard style pickup box
License plate front bracket Front license plate
bracket

Number of doors 4 doors

*Body*Body panels Galvanized steel and aluminum
body panels with side impact beams*Spare Tire*

Spare tire Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Convenience*Technology*Built-in virtual assistant SYNC 4 with Enhanced
Voice Recognition (Alexa-Built-In) built-in
virtual assistant*Door Locks*Door locks Power door locks with 2 stage
unlocking
All-in-one keyAll-in-one remote fob and ignition
key
Tailgate control Power tailgate/rear door lock

Keyfob door locks Keyfob activated door locks

Auto door locks Auto-locking doors

*Cruise Control*Cruise control Cruise control with steering
wheel mounted controls*Key Fob Controls*Fob remote vehicle controls FordPass Connect
smart device vehicle start control*Rear View Mirror*Day/Night rearview mirror Day/Night rearview
mirror*Exterior Mirrors*

Door mirrors Power door mirrors

Folding door mirrors Manual folding door mirrors

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2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Selected Equip & Specs (cont'd)

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Power Outlets

12V power outlets 1 12V power outlet

Pickup Box

Easy lower tailgate Easy lower tailgate

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin
Under seat tray rear Rear under seat tray

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Locking glove box
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger
one-touch up windows

One-touch down window Driver and passenger
one-touch down windows

Windows Rear Side

Second-row windows Power second-row
windows

Miscellaneous

Trip computer Trip computer
PRND in IP PRND in IP
Over the air updates Over the air updates

Cabback insulator Cabback insulator
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control

Voice activated climate control SYNC 4 with
Enhanced Voice Recognition (Alexa-Built-In)
voice-activated climate control

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**2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Rear under seat ducts... Rear under seat climate control ducts

Headliner

Headliner material... Cloth headliner material

Headliner coverage... Full headliner coverage

Floor Trim

Floor covering... Full vinyl floor covering

Floor coverage... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Cloth rear seat upholstery

Rear seatback upholstery... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material... Urethane steering wheel

Steering wheel telescopic... Manual telescopic steering wheel

Steering wheel tilt... Manual tilting steering wheel

Seats and Trim**Seat Capacity**

Seating capacity... 5

Front Seats

Driver seat direction... Driver seat with 6-way directional controls

Driver seat fore/aft control... Manual driver seat fore/aft control

Split front seats... Bucket front seats

Height adjustable passenger seat... Manual height adjustable control passenger seat

Front head restraints... Height and tilt adjustable front seat head restraints

Armrests front center... Front seat center armrest

Height adjustable driver seat... Manual height adjustable driver seat

Passenger seat direction... Front passenger seat with 6-way directional controls

Reclining passenger seat... Manual reclining passenger seat

Passenger seat fore/aft control... Manual passenger seat fore/aft control

Front head restraint control... Manual front seat head restraint control

Reclining driver seat... Manual reclining driver seat

Rear Seats

Bench seats... Rear bench seat

Folding second-row seats... Full folding rear seats

Rear seat folding position... Fold-up rear seat cushion

Rear head restraint control... Manual rear seat head restraint control

Armrests rear... Rear seat center armrest

Rear seats fixed or removable... Fixed rear seats

Rear seat direction... Front facing rear seat

Rear head restraints... Height adjustable rear seat head restraints

Number of rear head restraints... 3 rear seat head restraints

Lumbar Seats

Driver lumbar... Manual driver seat lumbar

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Price Level: 515

Selected Equip & Specs (cont'd)

Front Seat Trim

Front seat upholstery Cloth front seat upholstery Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display Number of first-row displays 2 total number of 1st row displays
Primary display size 10.1 inch primary display

Radio Features

External memory SYNC 4 external memory control Seek scan Seek scan

Speakers

Speakers Standard grade speakers Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls Speed sensitive volume Speed sensitive volume
Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer Temperature display Exterior temperature display

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**2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Driver information center Driver information center

Compass Compass

Instrumentation Gauges

Oil pressure gauge Oil pressure gauge

Voltmeter Voltmeter

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Headlights on reminder Headlights on reminder

Bulb warning Bulb failure warning

Service interval warning Service interval indicator

Clock In-radio display clock

Transmission temperature gauge Transmission fluid temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning

Battery charge warning Battery charge warning

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Light tinted windows

*Headlights*Headlights LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight control

Auto high-beam headlights Auto high-beam headlights

Headlight type Reflector headlights

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Variable panel light Variable instrument panel light

Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

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Price Level: 515

Selected Equip & Specs (cont'd)

Fog lights Front fog lights

Pickup box cargo light Pickup box cargo light

High mount stop light High mounted center stop light

Technology and Telematics*Connectivity*

Handsfree Bluetooth handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security*Airbags*

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Number of airbags 6 airbags

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 2 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Vehicle tracker Vehicle tracker

Remote panic alarm Remote panic alarm

Security system Security system

Active Driving Assistance

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2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Selected Equip & Specs (cont'd)

Lane departure..... Lane Keeping Alert

Pedestrian detection..... Pedestrian impact prevention

Cameras

Rear camera..... Ford Co-Pilot360 - Reverse
Camera rear mounted camera

Traction Control

Electronic stability control..... AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-rollover

Occupant Safety

Child door locks..... Manual rear child safety door
locks

Forward collision warning..... Pre-Collision Assist
with Automatic Emergency Braking (AEB)
forward collision mitigation
Restricted driving mode..... Restricted driving mode

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2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

As Configured Vehicle

Code	MSRP
R4B	\$32,980.00
100A	N/C
99H	Included
44T	Included
STDAX	Included
STDGV	Included
STDTR	Included
64E	Included
B	Included
128WB	STD
PAINT	STD
STDRD	Included
425	STD
YZ_01	N/C
BH_03	N/C
Box	\$2,185.00
SUBTOTAL	\$35,165.00
Destination Charge	\$1,595.00
TOTAL	\$36,760.00

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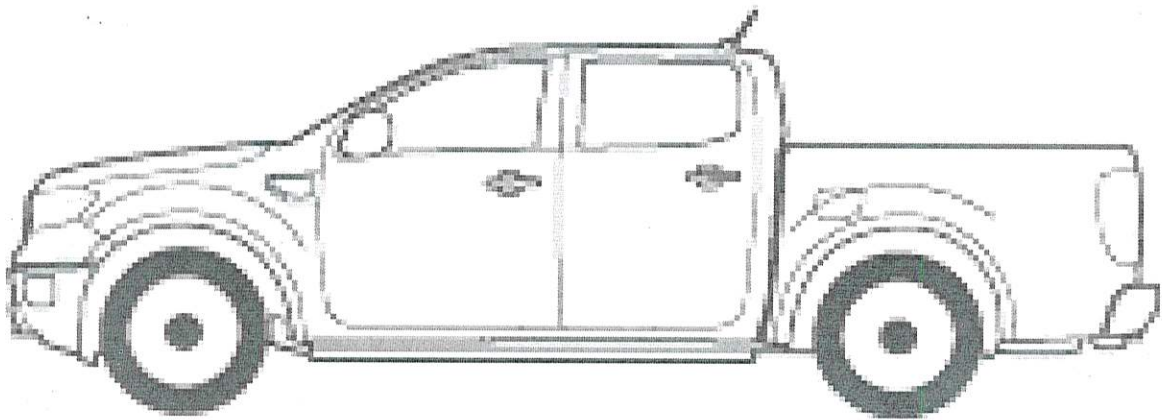


2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 6,050 lbs

GVW Totals

1 Payload - (Added Equipment)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	4,203 lbs
TOTAL	4,953 lbs

Payload 1,805 lbs

Useable Payload 1,055 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 515

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		\$36,760.00
Subtotal		\$36,760.00
Pre-Tax Adjustments		
Code	Description	MSRP
GPC08-302S	Fleet incentive pricing	-\$1,600.00
Total		\$35,160.00

Customer Signature

Acceptance Date

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Prepared for: Mr. Ross Jackson, Superintendent, City of fayetteville

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Quote ID: Tranf089

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704

Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535 | Quote ID: Tranf089

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID Tranf089 11/26/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

ETA 3-4 Months
(Tran_F089)

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

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Selected Equip & Specs

Dimensions

- Conventional Capacity: 10,800 lbs.
- Fifth-wheel towing capacity: 7,100 lbs.
- Front brake diameter: 13.8"
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Front track: 67.9"
- Frame section modulus: 5.2 cu.in.
- Front bumper to front axle: 37.6"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"
- GCWR: 17,100 lbs.
- Gooseneck towing capacity: 7,100 lbs.
- Rear brake diameter: 13.2"
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Vehicle turning radius: 23.9'
- Rear track: 67.9"
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 155.8"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Capless fuel filler
- Electronic transfer case shift
- Auto locking hub control
- Hybrid horsepower 6000 RPM
- Hybrid torque 3000 RPM
- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential
- 430.0 hybrid net horsepower
- Hybrid torque 570.0 lbs.-ft.

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 23 mpg/23 mpg/23 mpg
- Fuel economy combined: 23 mpg
- Gasoline secondary fuel type
- Fuel economy city: 23 mpg
- Fuel economy highway: 23 mpg
- LEV3-ULEV70 emissions

Suspension and Handling

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Selected Equip & Specs (cont'd)

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Chrome front bumper
- Chrome rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver aluminum wheels
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- P265/70RS17 AT BSW front and rear tires

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Full floor console
- Tailgate Assist easy lift tailgate
- Fixed rear windshield
- Locking glove box
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Smart device vehicle start control
- Power first-row windows
- Integrated pickup box storage
- Rear window defroster
- Front beverage holders
- 8 beverage holders

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Selected Equip & Specs (cont'd)

- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Cabback insulator
- PRND in IP
- Rear door bins
- Instrument panel bin
- Trip computer
- Over the air updates

Comfort

- Automatic climate control
- Cabin air filter
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- SYNC 4 external memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

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Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Oil pressure gauge
- Voltmeter
- Gauge cluster display size (inches): 12.00
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Front cornering lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- High mounted center stop light
- Front LED fog lights
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 6 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Lane Keeping Alert
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Pre-Collision Assist with Pedestrian Detection
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Remote panic alarm
- BLIS (Blind Spot Information System)
- Cross-Traffic Alert with Reverse Brake Assist collision mitigation
- Driver Alert

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Selected Equip & Specs (cont'd)

- External acoustic pedestrian alert
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Rear parking sensors
- Ford Co-Pilot360 - Evasive Steering Assist evasion assist system
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks

Dimensions*General Weights*

Curb weight	5,585 lbs.	Rear curb weight	2,324 lbs.
GVWR	7,400 lbs.	Payload	1,755 lbs.

Trailing Weights

Fifth-wheel towing capacity	7,100 lbs.	Gooseneck towing capacity	7,100 lbs.
Conventional capacity	10,800 lbs.	GCWR	17,100 lbs.

Front Weights

Front curb weight	3,261 lbs.	GAWR front	3,900 lbs.
Axle capacity front	3,900 lbs.	Spring rating front	3,900 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	4,150 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	4,150 lbs.	Tire/wheel capacity rear	4,498 lbs.

Off Road

Min ground clearance	9.4"	Loading floor height	34.9"
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Exterior Measurements

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Front brake diameter	13.8"	Cargo box length	66.0"
Rear brake diameter	13.2"	Cargo box min width	50.6"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	23.9'
Frame section modulus	5.2 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"	Front bumper to back of cab	155.8"

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
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Interior Volume

Total passenger volume	131.9 cu.ft.
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Selected Equip & Specs (cont'd)*Headroom*

Headroom first-row 40.8" Headroom second-row 40.4"

Legroom

Leg room first-row 43.9" Leg room second-row 43.6"

Shoulder Room

Shoulder room first-row 66.7" Shoulder room second-row 66.0"

Hip Room

Hip room first-row 62.5" Hip room second-row 62.6"

Powertrain*Engine*

Engine 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine Valves per cylinder 4

Engine cylinders V-6 Engine location Front mounted engine

Ignition Spark ignition system Engine mounting direction Longitudinal mounted engine

Engine block material Aluminum engine block Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 3.5L cc 213.3 cu.in.

Bore 3.64" Stroke 3.41"

Compression ratio 10.5 SAEJ1349 AUG2004 compliant

Alternator

Alternator amps 200A Alternator type Regular duty alternator

Battery

Battery amps 80Ah Battery type HD lead acid battery

Battery rating 800CCA Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator Start-stop engine Auto stop-start engine

Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission 10-speed automatic Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission Lock-up transmission Lock-up transmission

First gear ratio 4.696 Second gear ratio 2.985

Third gear ratio 2.146 Fourth gear ratio 1.769

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Selected Equip & Specs (cont'd)

Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control		
Drive Type			
4WD type	Part-time 4WD	Drive type	Four-wheel drive
Drivetrain			
Axle ratio	3.73		
Exhaust			
Tailpipe	Stainless steel single exhaust		
Fuel			
Fuel type	regular unleaded		
Fuel Tank			
Capless fuel filler	Capless fuel filler	Fuel tank capacity	30.59 gal.
Drive Feature			
Traction control	All-speed ABS and driveline traction control	Locking hub control	Auto locking hub control
Transfer case	Electronic transfer case shift	Rear locking differential	Driver selectable rear locking differential
Electric Powertrain			
Hybrid torque	Hybrid torque 570.0 lbs.-ft.	Hybrid net horsepower	430.0 hybrid net horsepower
Hybrid horsepower RPM	Hybrid horsepower 6000 RPM	Hybrid torque RPM	Hybrid torque 3000 RPM
Electric motor output	47 HP electric motor output	Number of electric motors	1
Electric powertrain	PowerBoost HEV (hybrid electric vehicle)	Electric motor 1 location	Front electric motor location
Electric Vehicle Battery Pack			
Traction battery type	lithium ion (Li-ion)	Gross traction battery capacity	1.5 kWh gross traction battery capacity

Fuel Economy and Emissions**Fuel Economy**

Secondary fuel type	Gasoline secondary fuel type	Fuel economy combined	23 mpg
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Selected Equip & Specs (cont'd)

Fuel economy city 23 mpg
Fuel economy (city/highway/combined) 23 mpg/23
mpg/23 mpg

Fuel economy highway 23 mpg
Fuel economy status Previous year fuel
economy status

Emissions

Emissions LEV3-ULEV70 emissions

Emissions tiers Tier 3 Bin 70 emissions

Green Values

Energy Impact Score (Barrels per year) 12.9

Carbon FP / Tailpipe and upstream total GHG (CO₂,
tons per year) 7.7**Suspension and Handling****Suspension**

Suspension Standard ride suspension

Front shock absorbers Heavy-duty front shock
absorbersRear shock absorbers Heavy-duty rear shock
absorbers**Driveability****Brakes**

Brake type 4-wheel disc brakes

Ventilated brakes. Front and rear ventilated disc
brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Post Collision

Braking automatic post-collision braking
system**Brake Assistance**

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front
suspensionSuspension type front Double wishbone front
suspension**Front Spring**

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Regular grade rear springs

Rear SuspensionSuspension type rear Leaf spring rear
suspensionSuspension ride type rear Rigid axle rear
suspension

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Selected Equip & Specs (cont'd)*Steering*Steering Electric power-assist steering system
Steering type number of wheels 2-wheel steering system

Steering type..... Rack-pinion steering

Exterior*Front Wheels*

Front wheels diameter..... 17"

Front wheels width..... 7.5"

Rear Wheels

Rear wheels diameter..... 17"

Rear wheels width..... 7.5"

Front And Rear Wheels

Appearance..... silver

Material..... aluminum

Front Tires

Aspect..... 70

Diameter..... 17"

Sidewalls..... BSW

Speed..... S

Tread..... AT

Type..... P

Width..... 265mm

Rear Tires

Aspect..... 70

Diameter..... 17"

Sidewalls..... BSW

Speed..... S

Tread..... AT

Type..... P

Width..... 265mm

Body Exterior*Trailer*

Towing capability..... Trailer towing capability

Towing class..... Class IV tow rating

Towing hitch..... Trailer hitch

Towing wiring harness..... Trailer wiring harness

Towing trailer sway..... Trailer sway control

Exterior Features

Box style..... Standard style pickup box

Number of doors..... 4 doors

Body

Body panels..... Aluminum body panels with side impact beams

Spare Tire

Spare tire..... Full-size spare tire with steel wheel

Spare tire location..... Crank-down spare tire

Convenience

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Selected Equip & Specs (cont'd)

Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks Power door locks with 2 stage unlocking

Keyfob door locks Keyfob activated door locks

All-in-one key All-in-one remote fob and ignition key

Auto door locks Auto-locking doors

Tailgate control Manual tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls Smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Locking floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 1 12V power outlet

120V AC power outlets 2 120V AC power outlets

Pickup Box

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Selected Equip & Specs (cont'd)

Box storage	Integrated pickup box storage	Easy lift tailgate	Tailgate Assist easy lift tailgate
<i>Rear Windshield</i>			
Rear window defroster	Rear window defroster	Rear windshield	Fixed rear windshield
<i>Storage</i>			
Door bins front	Driver and passenger door bins	Door bins rear	Rear door bins
Number of beverage holders	8 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Locking glove box
Instrument panel storage	Instrument panel bin	Dashboard storage	Dashboard storage
<i>Windows Feature</i>			
One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
<i>Windows Rear Side</i>			
Second-row windows	Power second-row windows		
<i>Miscellaneous</i>			
Trip computer	Trip computer	Cabback insulator	Cabback insulator
PRND in IP	PRND in IP	Over the air updates	Over the air updates
Comfort			
<i>Climate Control</i>			
Climate control	Automatic climate control	Dual-zone front climate control	Dual-zone front climate control
Cabin air filter	Cabin air filter	Voice activated climate control	SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
Rear under seat ducts	Rear under seat climate control ducts	Rear console climate control ducts	Rear console climate control ducts
<i>Headliner</i>			
Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
<i>Floor Trim</i>			
Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
<i>Second-Row Seat Trim</i>			
Rear seat upholstery	Cloth rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
<i>Steering Wheel</i>			
Steering wheel material	Urethane steering wheel	Steering wheel telescopic	Manual telescopic steering wheel

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Selected Equip & Specs (cont'd)

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls

Driver seat fore/aft control Power driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Height adjustable driver seat Power height adjustable driver seat

Driver seat cushion tilt Power driver seat cushion tilt

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 535 | Quote ID: Tranf089

Selected Equip & Specs (cont'd)

Primary touchscreen display Primary touchscreen display

Primary display size 12 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan

Internet radio capability Internet radio capability

External memory SYNC 4 external memory control

RDS Radio data system (RDS)

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation**Instrumentation**

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer

Temperature display Exterior temperature display

Clock In-radio display clock

Eco feedback ECO feedback display gauge

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

Transmission temperature gauge Transmission fluid temperature gauge

Oil pressure gauge Oil pressure gauge

Voltmeter Voltmeter

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 12.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535 | Quote ID: Tranf089

Selected Equip & Specs (cont'd)

Battery charge warning
Key in vehicle warning
Service interval warning

Headlights on reminder
Door ajar warning
Low tire pressure warning
Tire specific low air pressure warning

Glass

Tinted windows
Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights
auto on/off headlight control
Delay off headlights

Headlight type
Multiple headlights
Auto high-beam headlights
Reflector headlights
Multiple enclosed headlights
Auto High Beam auto high-beam headlights

DRL preference setting

Front Windshield

Wipers
Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry
Front reading lights

Variable panel light
Variable instrument panel light

Lights

Running lights
Front cornering lights
High mount stop light
Perimeter approach lighting

Interior courtesy lights
Fog lights
Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree
Emergency SOS

Smart device integration

Internet Access

Internet access
hotspot internet access

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Price Level: 535 | Quote ID: Tranf089

Selected Equip & Specs (cont'd)

USB Ports

USB ports 6 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Number of airbags 6 airbags

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 2 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Security system Security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert

Forward collision warning PCA with AEB and Intersection Assist forward collision mitigation with left turn assist

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Driver attention monitor Driver Alert

Blind spot BLIS (Blind Spot Information System)

Rear collision warning Cross-Traffic Alert with Reverse Brake Assist collision mitigation

External acoustic pedestrian alert External acoustic pedestrian alert

Evasion assist system Ford Co-Pilot360 - Evasive Steering Assist evasion assist system

Cameras

Rear camera Ford Co-Pilot360 - Reverse Camera rear mounted camera

Traction Control

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Selected Equip & Specs (cont'd)

Electronic stability control ... AdvanceTrac w/Roll

Stability Control electronic stability control
system with anti-rollover

Parking Sensors

Parking sensors ... Rear parking sensors

Occupant Safety

Child door locks ... Manual rear child safety door
locks

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535 | Quote ID: Tranf089

As Configured Vehicle

Code	MSRP
W1F	\$47,880.00
104A	\$4,755.00
99D	Included
44H	Included
STDGV	Included
STDTR	Included
STDWL	Included
U	Included
145WB	STD
STDRD	Included
PAINT	STD
WARANT	N/C
425	STD
YZ_01	N/C
US_01	N/C
SUBTOTAL	\$52,635.00
Destination Charge	\$1,995.00
TOTAL	\$54,630.00

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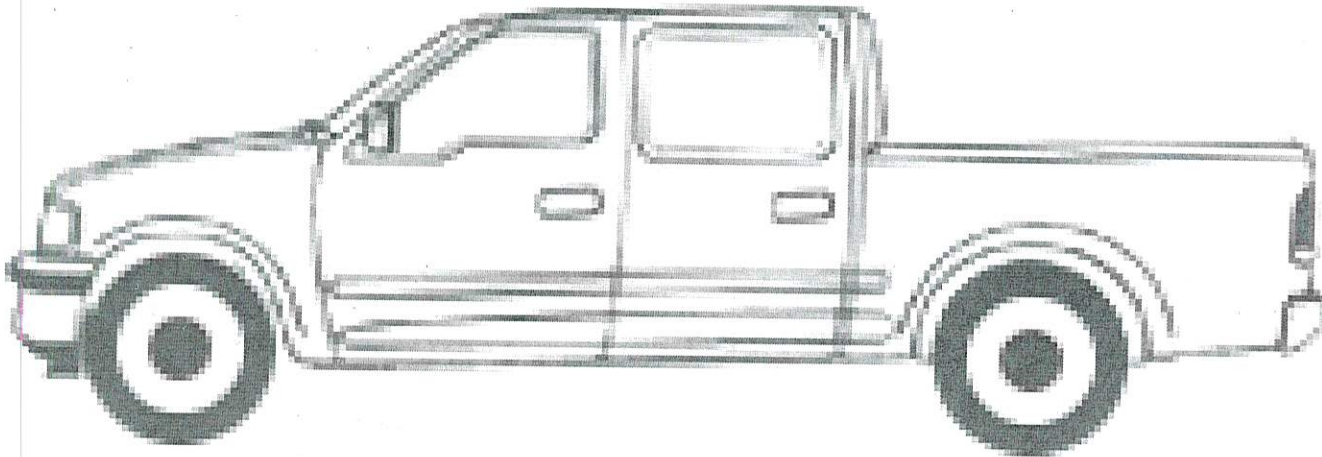


2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535 | Quote ID: Tranf089

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 7,400 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 5,585 lbs

TOTAL **6,335 lbs**

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535 | Quote ID: Tranf089

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,755 lbs
Useable Payload	1,005 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Superintendent, City of fayetteville

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535 | Quote ID: Tranf089

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		\$54,630.00
Subtotal		\$54,630.00
Pre-Tax Adjustments		
Code	Description	MSRP
GPC 05-090S	Fleet incentive pricing	-\$3,300.00
Total		\$51,330.00

Customer Signature

Acceptance Date

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)
Price Level: 535

Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301



Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Re: Vehicle Proposal 11/26/2024

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

ETA 3-4 Months

With Tow pack w- hitch, nerf bars, 2 Side tool boxes installed
(EXP WSEW_117)

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM



Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs

Dimensions

*** Conventional Capacity: 11,200 lbs.**

- Fifth-wheel towing capacity: 7,100 lbs.
- Front brake diameter: 13.8"
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Front track: 67.9"
- Frame section modulus: 5.2 cu.in.
- Front bumper to front axle: 37.6"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"

*** GCWR: 18,400 lbs.**

- Gooseneck towing capacity: 7,100 lbs.
- Rear brake diameter: 13.2"
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Vehicle turning radius: 23.9'
- Rear track: 67.9"
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 155.8"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Capless fuel filler
- Electronic transfer case shift
- Auto locking hub control
- Hybrid horsepower 6000 RPM
- Hybrid torque 3000 RPM
- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential
- 430.0 hybrid net horsepower
- Hybrid torque 570.0 lbs.-ft.

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 23 mpg/23 mpg/23 mpg
- Fuel economy combined: 23 mpg
- Gasoline secondary fuel type
- Fuel economy city: 23 mpg
- Fuel economy highway: 23 mpg
- LEV3-ULEV70 emissions

Suspension and Handling

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11/26/2024

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- P265/70RS17 AT BSW front and rear tires
- * **Trailer hitch light**
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Chrome front bumper
- Chrome rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Full floor console
- Tailgate Assist easy lift tailgate
- Fixed rear windshield
- Locking glove box
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Smart device vehicle start control
- Power first-row windows
- Integrated pickup box storage
- Rear window defroster
- Front beverage holders
- 8 beverage holders

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Cabback insulator
- PRND in IP
- Rear door bins
- Instrument panel bin
- Trip computer
- Over the air updates

Comfort

- Automatic climate control
- Cabin air filter
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- SYNC 4 external memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

- Digital/analog instrumentation display
- Trip odometer
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Oil pressure gauge
- Voltmeter
- Gauge cluster display size (inches): 12.00
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Front cornering lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- High mounted center stop light
- Front LED fog lights
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 6 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Lane Keeping Alert
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Pre-Collision Assist with Pedestrian Detection
- External acoustic pedestrian alert
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Remote panic alarm
- BLIS (Blind Spot Information System)
- Cross-Traffic Alert with Reverse Brake Assist collision mitigation
- Driver Alert
- Ford Co-Pilot360 - Evasive Steering Assist evasion assist system

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Rear parking sensors
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	5,585 lbs.	Rear curb weight	2,324 lbs.
GVWR	7,400 lbs.	Payload	1,755 lbs.

Trailer Weights

Fifth-wheel towing capacity	7,100 lbs.	Gooseneck towing capacity	7,100 lbs.
* Conventional capacity	11,200 lbs.	* GCWR	18,400 lbs.

Front Weights

Front curb weight	3,261 lbs.	GAWR front	3,900 lbs.
Axle capacity front	3,900 lbs.	Spring rating front	3,900 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	4,150 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	4,150 lbs.	Tire/wheel capacity rear	4,498 lbs.

Off Road

Min ground clearance	9.4"	Loading floor height	34.9 "
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Exterior Measurements

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Front brake diameter	13.8"	Cargo box length	66.0"
Rear brake diameter	13.2"	Cargo box min width	50.6"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	23.9'
Frame section modulus	5.2 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"	Front bumper to back of cab	155.8"

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
--------------------------------	-------------	--	-------------

Interior Volume

Total passenger volume	131.9 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
--------------------	-------	---------------------	-------

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Price Level: 535

Selected Equip & Specs (cont'd)

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------	-------	---------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	66.0"
-------------------------	-------	--------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	62.6"
--------------------	-------	---------------------	-------

Powertrain

Engine

Engine	3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine	Valves per cylinder	4
--------	--	---------------------	---

Engine cylinders	V-6	Engine location	Front mounted engine
------------------	-----	-----------------	----------------------

Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
----------	-----------------------	---------------------------	-----------------------------

Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head
-----------------------	-----------------------	------------------------	------------------------

Engine Specs

Displacement	3.5L	cc	213.3 cu.in.
--------------	------	----	--------------

Bore	3.64"	Stroke	3.41"
------	-------	--------	-------

Compression ratio	10.5	SAEJ1349	AUG2004 compliant
-------------------	------	----------	-------------------

Alternator

Alternator amps	200A	Alternator type	Regular duty alternator
-----------------	------	-----------------	-------------------------

Battery

Battery amps	80Ah	Battery type	HD lead acid battery
--------------	------	--------------	----------------------

Battery rating	800CCA	Battery run down protection	Battery run down protection
----------------	--------	-----------------------------	-----------------------------

Engine Extras

Radiator	Radiator	Start-stop engine	Auto stop-start engine
----------	----------	-------------------	------------------------

Drivetrain selectable	Driver selectable drivetrain mode
-----------------------	-----------------------------------

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
--------------	--------------------	---------------------------------	---------------------------------

Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
------------------------	------------------------	----------------------	----------------------

First gear ratio	4.696	Second gear ratio	2.985
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Third gear ratio	2.146	Fourth gear ratio	1.769
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Fifth gear ratio	1.52	Sixth gear ratio	1.275
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Reverse gear ratio	4.866	Seventh gear ratio	1
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Eighth gear ratio	0.854	Ninth gear ratio	0.689
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Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

Tenth gear ratio.....	0.636	Selectable mode transmission.....	Selectable mode transmission
Sequential shift control.....	SelectShift Sequential shift control		
<i>Drive Type</i>			
4WD type.....	Part-time 4WD	Drive type.....	Four-wheel drive
<i>Drivetrain</i>			
Axle ratio.....	3.73		
<i>Exhaust</i>			
Tailpipe.....	Stainless steel single exhaust		
<i>Fuel</i>			
Fuel type.....	regular unleaded		
<i>Fuel Tank</i>			
Capless fuel filler.....	Capless fuel filler	Fuel tank capacity.....	30.59 gal.
<i>Drive Feature</i>			
Traction control.....	All-speed ABS and driveline traction control	Locking hub control.....	Auto locking hub control
Transfer case.....	Electronic transfer case shift	Rear locking differential.....	Driver selectable rear locking differential
<i>Electric Powertrain</i>			
Hybrid torque.....	Hybrid torque 570.0 lbs.-ft.	Hybrid net horsepower.....	430.0 hybrid net horsepower
Hybrid horsepower RPM.....	Hybrid horsepower 6000 RPM	Hybrid torque RPM.....	Hybrid torque 3000 RPM
Electric motor output.....	47 HP electric motor output	Number of electric motors.....	1
Electric powertrain.....	PowerBoost HEV (hybrid electric vehicle)	Electric motor 1 location.....	Front electric motor location
<i>Electric Vehicle Battery Pack</i>			
Traction battery type.....	lithium ion (Li-ion)	Gross traction battery capacity.....	1.5 kWh gross traction battery capacity

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type.....	Gasoline secondary fuel type	Fuel economy combined.....	23 mpg
Fuel economy city.....	23 mpg	Fuel economy highway.....	23 mpg
Fuel economy (city/highway/combined).....	23 mpg/23 mpg/23 mpg	Fuel economy status.....	Previous year fuel economy status

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

Emissions

Emissions LEV3-ULEV70 emissions

Emissions tiers Tier 3 Bin 70 emissions

Green Values

Energy Impact Score (Barrels per year) 12.9

Carbon FP / Tailpipe and upstream total GHG (CO₂, tons per year) 7.7

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Post Collision

Braking automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Double wishbone front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Electric power-assist steering system

Steering type Rack-pinion steering

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Price Level: 535

Selected Equip & Specs (cont'd)

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 17"

Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17"

Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver

Material aluminum

Front Tires

Aspect 70

Diameter 17"

Sidewalls BSW

Speed S

Tread AT

Type P

Width 265mm

Rear Tires

Aspect 70

Diameter 17"

Sidewalls BSW

Speed S

Tread AT

Type P

Width 265mm

Body Exterior

Trailer

Towing capability Trailer towing capability

Towing class Class IV tow rating

Towing hitch Trailer hitch

Towing wiring harness Trailer wiring harness

*Towing brake controller Trailer brake controller

Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box

Number of doors 4 doors

Body

Body panels Aluminum body panels with side impact beams

Spare Tire

Spare tire Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Convenience

Technology

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks Power door locks with 2 stage unlocking

All-in-one key All-in-one remote fob and ignition key

Tailgate control Manual tailgate/rear door lock

Keyfob door locks Keyfob activated door locks

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls Smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Locking floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 1 12V power outlet

120V AC power outlets 2 120V AC power outlets

Pickup Box

Box storage Integrated pickup box storage

Easy lift tailgate Tailgate Assist easy lift tailgate

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Price Level: 535

Selected Equip & Specs (cont'd)

Rear Windshield

Rear window defroster... Rear window defroster

Rear windshield... Fixed rear windshield

Storage

Door bins front Driver and passenger door bins

Door bins rear... Rear door bins

Number of beverage holders... 8 beverage holders

Beverage holders... Front beverage holders

Beverage holders rear... Rear beverage holders

Glove box... Locking glove box

Instrument panel storage... Instrument panel bin

Dashboard storage... Dashboard storage

Windows Feature

One-touch up window... Driver and passenger
one-touch up windows

One-touch down window... Driver and passenger
one-touch down windows

Windows Rear Side

Second-row windows... Power second-row
windows

Miscellaneous

Trip computer... Trip computer

Cabback insulator... Cabback insulator

PRND in IP... PRND in IP

Over the air updates... Over the air updates

Comfort

Climate Control

Climate control... Automatic climate control

Dual-zone front climate control... Dual-zone front
climate control

Cabin air filter... Cabin air filter

Voice activated climate control... SYNC 4 with
Enhanced Voice Recognition (Alexa-Built-In)
voice-activated climate control

Rear under seat ducts... Rear under seat climate
control ducts

Rear console climate control ducts... Rear console
climate control ducts

Headliner

Headliner material... Cloth headliner material

Headliner coverage... Full headliner coverage

Floor Trim

Floor covering... Full vinyl floor covering

Floor coverage... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Cloth rear seat upholstery

Rear seatback upholstery... Carpet rear seatback
upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic... Manual telescopic
steering wheel

Steering wheel tilt Manual tilting steering wheel

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls

Driver seat fore/aft control Power driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Height adjustable driver seat Power height adjustable driver seat

Driver seat cushion tilt Power driver seat cushion tilt

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Selected Equip & Specs (cont'd)

Primary touchscreen display Primary touchscreen display

Primary display size 12 inch primary display

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan

Internet radio capability Internet radio capability

Speakers

Speakers Standard grade speakers

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls

Number of first-row displays 2 total number of 1st row displays

External memory SYNC 4 external memory control

RDS Radio data system (RDS)

Speakers number 6

Speed sensitive volume Speed sensitive volume

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation display Digital/analog instrumentation display

Instrumentation Displays

Speedometer Redundant digital speedometer

Clock In-radio display clock

Eco feedback ECO feedback display gauge

Temperature display Exterior temperature display

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

Transmission temperature gauge Transmission fluid temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Oil pressure gauge Oil pressure gauge

Voltmeter Voltmeter

Gauge cluster display size (inches) 12.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Low fuel warning Low fuel warning

Oil pressure warning Oil pressure warning

Low brake fluid warning Low brake fluid warning

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Price Level: 535

Selected Equip & Specs (cont'd)

Battery charge warning... Battery charge warning
Key in vehicle warning... Key in vehicle warning
Service interval warning... Service interval indicator

Headlights on reminder... Headlights on reminder
Door ajar warning... Door ajar warning
Low tire pressure warning... Tire specific low air pressure warning

Glass

Tinted windows... Deep tinted windows

Headlights

Headlights... LED low and high beam headlights
Auto headlights... Ford Co-Pilot360 - Autolamp auto on/off headlight control
Delay off headlights... Delay-off headlights

Headlight type... Reflector headlights
Multiple headlights... Multiple enclosed headlights

Auto high-beam headlights... Auto High Beam auto high-beam headlights

DRL preference setting... DRL preference setting

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry... Illuminated entry

Variable panel light... Variable instrument panel light

Front reading lights... Front reading lights

Lights

Running lights... Daytime running lights

Interior courtesy lights... Fade interior courtesy lights

Front cornering lights... Front cornering lights

Fog lights... Front LED fog lights

High mount stop light... High mounted center stop light

Pickup box cargo light... Pickup box cargo light

Perimeter approach lighting... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree... SYNC 4 handsfree wireless device connectivity

Smart device integration... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Emergency SOS... SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access... FordPass Connect 5G mobile hotspot internet access

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Selected Equip & Specs (cont'd)

USB Ports

USB ports 6 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag passenger. Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Number of airbags 6 airbags

Front side impact airbag driver. Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 2 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Security system Security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert

Forward collision warning PCA with AEB and Intersection Assist forward collision mitigation with left turn assist

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Driver attention monitor Driver Alert

Blind spot BLIS (Blind Spot Information System)

Rear collision warning Cross-Traffic Alert with Reverse Brake Assist collision mitigation

External acoustic pedestrian alert External acoustic pedestrian alert

Evasion assist system Ford Co-Pilot360 - Evasive Steering Assist evasion assist system

Cameras

Rear camera Ford Co-Pilot360 - Reverse

Camera rear mounted camera

Traction Control

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Selected Equip & Specs (cont'd)

Electronic stability control AdvanceTrac w/Roll

Stability Control electronic stability control
system with anti-rollover

Parking Sensors

Parking sensors Rear parking sensors

Occupant Safety

Child door locks Manual rear child safety door
locks

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Price Level: 535

As Configured Vehicle

Code	MSRP
W1F	\$47,880.00
104A	\$4,755.00
99D	Included
44H	Included
STDGV	Included
STDTR	Included
STDWL	Included
U	Included
145WB	STD
STDRD	Included
53T	\$275.00
PAINT	STD
WARANT	N/C
425	STD
YZ_01	N/C
US_01	N/C
Box/Steps	\$2,785.00
SUBTOTAL	\$55,695.00
Destination Charge	\$1,995.00
TOTAL	\$57,690.00

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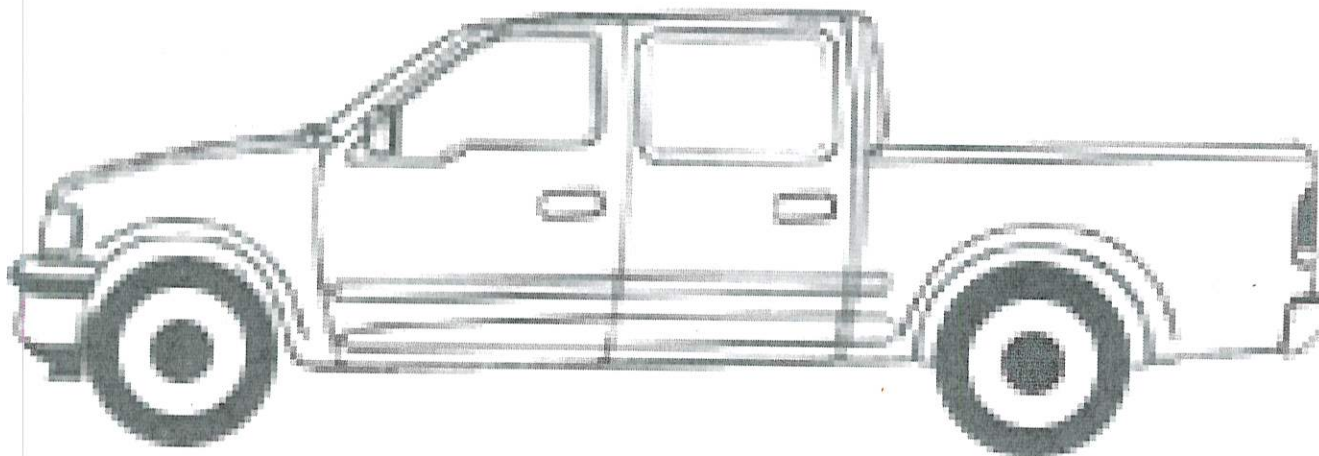
Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 7,400 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 5,585 lbs

TOTAL **6,335 lbs**

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Price Level: 535

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,755 lbs
Useable Payload	1,005 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 535

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
		\$57,690.00
Subtotal		\$57,690.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
GPC05-090S	Fleet incentive pricing	-\$3,300.00
Total		\$54,390.00

Customer Signature

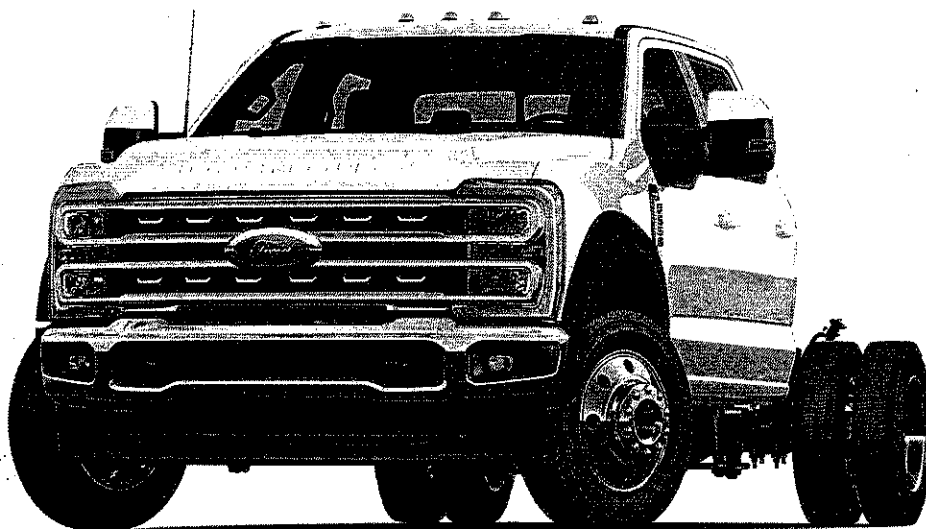
Acceptance Date

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Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520



Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Quote ID: F550Dump2

Date: 11/27/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704

Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID F550Dump2 11/27/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you. E-Tipper W barn door tailgate installed with 20 Hitch and Pintle combo. Led strobe lighting at rear, under body tool boxes 2 Strobed on cab protector.

Price includes Myers 8'5" Snow Plow with Pro Mount, Mount, Park harness, Shop supplies and Labor
Quality control inspection before delivery.

F-550 EXP TRANS_F140

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 33,400 lbs.**
- Front brake diameter: 15.4"
- Vehicle body length: 265.2"
- Vehicle body height: 82.8"
- Vehicle turning radius: 25.6'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 33,500 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 179.0"
- Front track: 74.8"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- * **Recommended fuel: diesel**
- Electronic transfer case shift
- Auto locking hub control
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- * **Engine block heater**
- * **Engine retarder system**
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- * **Mechanical limited slip differential**

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- * **Running boards**
- Clearcoat paint
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- * Rear mounted camera
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Manual rear child safety door locks

Dimensions

General Weights

* Curb weight	8,186 lbs.	* Rear curb weight	3,390 lbs.
* GVWR	19,500 lbs.	* Payload	11,230 lbs.

Trailer Weights

* Fifth-wheel towing capacity	33,400 lbs.	* Gooseneck towing capacity	33,500 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,796 lbs.	* GAWR front	6,000 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	6,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"
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Exterior Measurements

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Vehicle body length.....	265.2"	Vehicle body width.....	80.0"
Vehicle body height.....	82.8"	Wheelbase.....	179.0"
Front brake diameter.....	15.4"	Rear brake diameter.....	15.8"
Rear frame height loaded.....	29.6"	Rear frame height unloaded.....	34.8"
Front track.....	74.8"	Rear track.....	74.0"
Vehicle turning radius.....	25.6'	Cab to axle.....	60.0"
Rear tire outside width.....	93.9"	Axle to end of frame.....	47.2"
Frame section modulus.....	12.7 cu.in.	Frame yield strength (psi).....	50000.0
Frame rail width.....	34.2"	Front bumper to front axle.....	38.3"
Front bumper to back of cab.....	158.1"		

Interior Measurements

Max interior rear cargo volume.....	52.1 cu.ft.	Interior rear cargo volume with seats folded.....	52.1 cu.ft.
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Interior Volume

Total passenger volume.....	131.7 cu.ft.
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Headroom

Headroom first-row.....	40.8"	Headroom second-row.....	40.4"
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Legroom

Leg room first-row.....	43.9"	Leg room second-row.....	43.6"
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Shoulder Room

Shoulder room first-row.....	66.7"	Shoulder room second-row.....	65.9"
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Hip Room

Hip room first-row.....	62.5"	Hip room second-row.....	64.7"
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Powertrain**Engine**

* **Engine** Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP

Engine cylinders..... V-8

* **Ignition** Compression ignition system

Engine block material..... Iron engine block

* **Valves per cylinder**..... 4

Engine location..... Front mounted engine

Engine mounting direction..... Longitudinal mounted engine

Cylinder head material..... Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349.....	AUG2004 compliant

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)*Engine Power**** Horsepower** **330 HP@2200 RPM***** Torque** **950 lb.-ft.@1800 RPM***Alternator**** Alternator amps** **250A***** Alternator type** **Heavy-duty alternator***Battery*

Battery amps 68Ah

Battery rating 750CCA

*** Battery type** **Dual lead acid battery**

Battery run down protection Battery run down protection

*Engine Extras**** Block heater** **Engine block heater**

Auxiliary power take-off Auxiliary power take-off

Radiator Radiator

*** Engine retarder** **Engine retarder system***Transmission*

Transmission 10-speed automatic

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

Lock-up transmission Lock-up transmission

First gear ratio 4.615

Second gear ratio 2.919

Third gear ratio 2.132

Fourth gear ratio 1.773

Fifth gear ratio 1.519

Sixth gear ratio 1.277

Reverse gear ratio 4.695

Seventh gear ratio 1

Eighth gear ratio 0.851

Ninth gear ratio 0.687

Tenth gear ratio 0.632

Stall ratio 1.97

Selectable mode transmission Selectable mode transmission

Sequential shift control SelectShift Sequential shift control

Transmission oil cooler Transmission oil cooler

PTO transmission provision PTO transmission provision

Drive Type

4WD type Part-time 4WD

Drive type Four-wheel drive

*Drivetrain**** Axle ratio** **4.3***Exhaust*

Tailpipe Stainless steel single exhaust

*Fuel**** Fuel type** **diesel***Fuel Tank**** DEF capacity** **7.20 gal.**

Fuel tank capacity 40.00 gal.

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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Drive Feature

* Limited slip differential **Mechanical limited slip differential**

Locking hub control Auto locking hub control

Traction control Driveline managed traction control

Transfer case Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

* Secondary fuel type **Diesel secondary fuel type**

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension

Rear shock absorbers Heavy-duty rear shock absorbers

Front shock absorbers Heavy-duty front shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

ABS brakes Four channel ABS brakes

Ventilated brakes. Front and rear ventilated disc brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Leaf spring rear suspension

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Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

* Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type number of wheels 2-wheel steering system

Steering type Re-circulating ball steering

Exterior

Front Wheels

Front wheels diameter 19.5"

Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5"

Rear wheels width 6"

Front And Rear Wheels

Appearance argent

Material steel

Front Tires

Aspect 70

Sidewalls BSW

Tread AS

Width 225mm

Diameter 19.5"

Speed S

Type LT

Front wheel - RPM 647

Rear Tires

Aspect 70

Sidewalls BSW

Tread AS

Width 225mm

Diameter 19.5"

Speed S

Type LT

Rear wheel - RPM 647

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness

* Towing brake controller Trailer brake controller

Towing trailer sway Trailer sway control

Exterior Features

Number of doors 4 doors

* Running boards Running boards

Front splash guards Front splash guards

* License plate front bracket Front license plate bracket

Body

Body panels Aluminum body panels with side impact beams

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)*Mirrors*Convex spotter..... Convex spotter in driver and
passenger side door mirrorsTurn signal in door mirrors Turn signal indicator in
door mirrors*Tires*

Front tires LT load rating G

Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Convenience*Door Locks*Door locks Power door locks with 2 stage
unlocking

Keyfob door locks... Keyfob activated door locks

All-in-one key All-in-one remote fob and ignition
key

Auto door locks Auto-locking doors

*Cruise Control*Cruise control Cruise control with steering
wheel mounted controls*Key Fob Controls*Fob remote vehicle controls... FordPass Connect
smart device vehicle start control*Rear View Mirror*Day/Night rearview mirror Day/Night rearview
mirror*Exterior Mirrors*Door mirrors Power door mirrors
Heated door mirrors Heated driver and
passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console
storage*Passenger Visor*

Visor passenger mirror... Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Rear Windshield

Rear windshield..... Fixed rear windshield

Storage

Number of beverage holders..... 8 beverage holders

Beverage holders rear..... Rear beverage holders

Illuminated glove box..... Illuminated glove box

Dashboard storage..... Dashboard storage

Windows Feature

One-touch up window..... Driver and passenger
one-touch up windows

Windows Rear Side

Second-row windows..... Power second-row
windows

Miscellaneous

Trip computer..... Trip computer

Upfitter switches..... Upfitter switches

Over the air updates..... Over the air updates

Beverage holders..... Front beverage holders

Glove box..... Illuminated locking glove box

Instrument panel storage..... Instrument panel
covered bin

One-touch down window..... Driver and passenger
one-touch down windows

PRND in IP..... PRND in IP

Accessory power..... Retained accessory power

Comfort

Climate Control

Climate control..... Manual climate control

Rear under seat ducts..... Rear under seat climate
control ducts

Cabin air filter..... Cabin air filter

Headliner

Headliner material..... Cloth headliner material

Headliner coverage..... Full headliner coverage

Floor Trim

Floor covering..... Full vinyl floor covering

Floor coverage..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery..... Vinyl rear seat upholstery

Rear seatback upholstery..... Carpet rear seatback
upholstery

Steering Wheel

Steering wheel material..... Urethane steering wheel

Steering wheel telescopic..... Manual telescopic
steering wheel

Steering wheel tilt..... Manual tilting steering wheel

Seats and Trim

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)*Seat Capacity*

Seating capacity..... 6

Front Seats

Front seat type..... Split-bench front seat

Driver seat fore/aft control..... Manual driver seat fore/aft control

Split front seats..... 40-20-40 split-bench front seat

Passenger seat fore/aft control..... Manual passenger seat fore/aft control

Front head restraint control..... Manual front seat head restraint control

Armrests front storage..... Front seat armrest storage

Driver seat direction..... Driver seat with 4-way directional controls

Passenger seat direction..... Front passenger seat with 4-way directional controls

Reclining passenger seat..... Manual reclining passenger seat

Front head restraints..... Height adjustable front seat head restraints

Armrests front center..... Front seat center armrest

Reclining driver seat..... Manual reclining driver seat

Rear Seats

Bench seats..... Split-bench rear seat

Folding second-row seats..... 60-40 folding rear seats

Rear seat folding position..... Fold-up rear seat cushion

Rear head restraint control..... Manual rear seat head restraint control

Rear seats fixed or removable..... Fixed rear seats

Rear seat direction..... Front facing rear seat

Rear head restraints..... Height adjustable rear seat head restraints

Number of rear head restraints..... 3 rear seat head restraints

Lumbar Seats

Driver lumbar..... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery..... Vinyl front seat upholstery

Front seatback upholstery..... Vinyl front seatback upholstery

Interior Accents

Interior accents..... Chrome interior accents

Gearshifter Material

Gearshifter material..... Urethane gear shifter material

Entertainment Features*Displays*

Primary touchscreen display..... Primary touchscreen display

Number of first-row displays..... 2 total number of 1st row displays

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Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Primary display size..... 8 inch primary display

Radio Features

External memory..... SYNC 4 external memory control

Seek scan..... Seek scan

Speakers

Speakers..... Standard grade speakers

Speakers number..... 6

Audio Features

Steering mounted audio control..... Steering wheel mounted audio controls

Speed sensitive volume..... Speed sensitive volume

Voice activated audio..... SYNC 4 voice activated audio controls

Wireless streaming..... Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer..... Trip odometer

Instrumentation display..... Digital/analog instrumentation display

Configurable instrumentation gauges..... Configurable instrumentation gauges

Instrumentation Displays

Temperature display..... Exterior temperature display

Driver information center..... Driver information center

Clock..... In-radio display clock

Compass..... Compass

Instrumentation Gauges

Tachometer..... Tachometer

Transmission temperature gauge..... Transmission fluid temperature gauge

* Turbo gauge..... Turbo/supercharger boost gauge

Engine/electric motor temperature gauge..... Engine/electric motor temperature gauge

Gauge cluster display size (inches)..... 4.20

Engine hour meter..... Engine hour meter

* DEF fluid gauge..... Diesel exhaust fluid (def) gauge

Instrumentation Warnings

Engine temperature warning..... Engine temperature warning

Oil pressure warning..... Oil pressure warning

Low fuel warning..... Low fuel warning

Low brake fluid warning..... Low brake fluid warning

Battery charge warning..... Battery charge warning

Headlights on reminder..... Headlights on reminder

Key in vehicle warning..... Key in vehicle warning

Door ajar warning..... Door ajar warning

Service interval warning..... Service interval indicator

* Low diesel exhaust fluid (DEF) warning..... Low diesel exhaust fluid (DEF) warning

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)**Glass**

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Auto headlights. Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

Headlight type Reflector headlights

Multiple headlights. Multiple enclosed headlights

DRL preference setting. DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Variable panel light Variable instrument panel light

Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights

Clearance lights Cab clearance lights

Interior courtesy lights Fade interior courtesy lights

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics**Connectivity**

Handsfree. SYNC 4 handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security**Airbags**

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Number of airbags 6 airbags

Front side impact airbag driver. Seat mounted side impact driver airbag

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Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Front side impact airbag passenger. Seat mounted
side impact front passenger airbag

Overhead airbags Safety Canopy System
curtain first and second-row overhead
airbags

Seatbelts

Height adjustable seatbelts Front height
adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist
with Automatic Emergency Braking (AEB)
forward collision mitigation

Cameras

* Rear camera Rear mounted camera

Occupant Safety

Child door locks Manual rear child safety door
locks

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

As Configured Vehicle

Code	MSRP
W5H	\$62,190.00
660A	N/C
99T	\$10,495.00
44G	Included
X4L	\$395.00
68M	\$1,155.00
TGJ	Included
64Z	Included
A	Included
PAINT	STD
179WB	STD
STDRD	Included
535	\$580.00
41H	\$190.00
86M	Included
67E	Included
18B	\$445.00
153	N/C
872	\$415.00
52B	\$300.00
WARANT	N/C
425	STD
Z1_01	N/C
Dump	\$20,095.00
Plow	\$12,114.00

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Price Level: 520 | Quote ID: F550Dump2

As Configured Vehicle (cont'd)

Code	MSRP
SUBTOTAL	\$108,374.00
Destination Charge	\$1,995.00
TOTAL	\$110,369.00

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

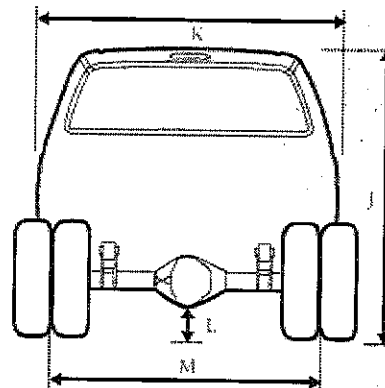
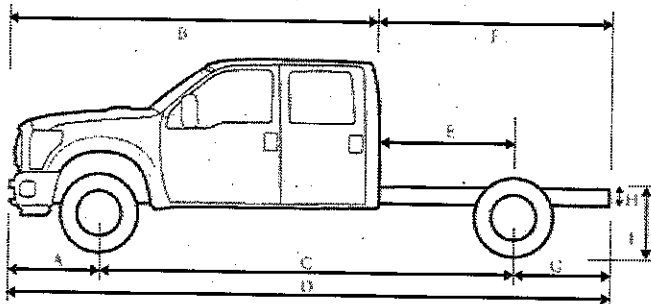
Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	158.10 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	265.20 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.80 in.
I	Rear Frame Height Loaded	29.60 in.
J	Cab Height	82.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.60 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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Superintendent, City of Fayetteville

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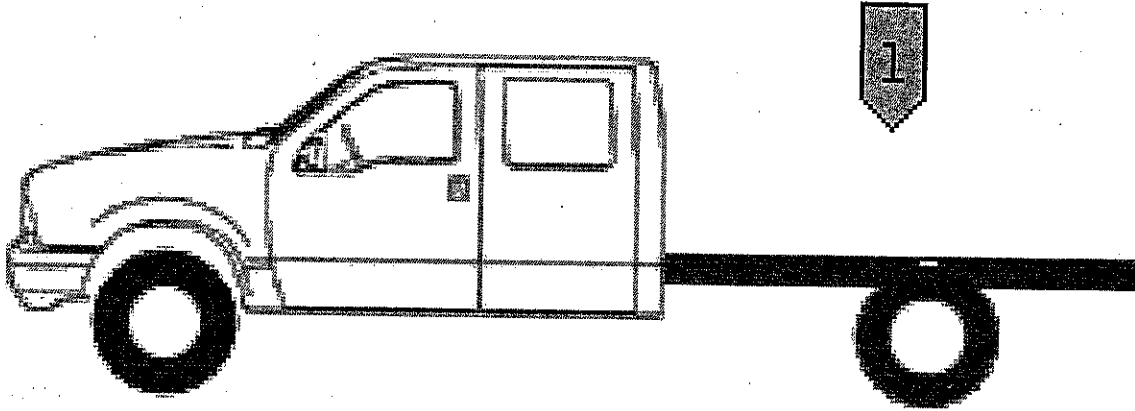
Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2



Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis.....	4,796 lbs	3,390 lbs	8,186 lbs
Body.....	0 lbs	0 lbs	0 lbs
Occupants Weight.....	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload).....	604 lbs	11,016 lbs	11,620 lbs
TOTAL	6,000 lbs	14,706 lbs	20,706 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	6,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires.....	7,500 lbs	15,000 lbs	
Suspension.....	6,000 lbs	14,706 lbs	
Axle.....	7,000 lbs	14,706 lbs	
Legal Axle Limit.....	0 lbs	0 lbs	

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Vehicle Dimension and Performance Summary (cont'd)*Start, Grade and Speed*

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.58 %
Start grade capability in reverse	4.70	15.00 %	58.58 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.78 %
Maximum grade in 9th gear	0.69	3.00 %	8.70 %
Maximum grade in 10th gear	0.63	3.00 %	8.01 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	90 mph
<i>To meet your requirement you need a maximum axle ratio of 5.17</i>			
Top Speed on 3% grade		55 mph	
<i>To meet your requirement you need a maximum of 123 hp</i>			
Cruise Speed		60 mph	78 mph
Engine RPM at desired cruise speed			1,758 rpm

*Variables in Use**Start*

Rear axle ratio:	4.30	Clutch engagement torque:	475 ft.lbs.
Tire size:	225/70R19.5 (647 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,500 lbs		

Grade

Rear axle ratio:	4.30	Gross Vehicle Weight (GVW):	19,500 lbs
Tire size:	225/70R19.5 (647 rev/mile)	Peak engine torque:	950 ft.lbs.

Speed

Engine Power:	330 hp @ 2,200 rpm	Worst road surface:	Typical Highway
Governed RPM:	2,640 rpm	Final Drive Ratio:	0.63
Frontal Area:	41.00 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM:	2,300 rpm		

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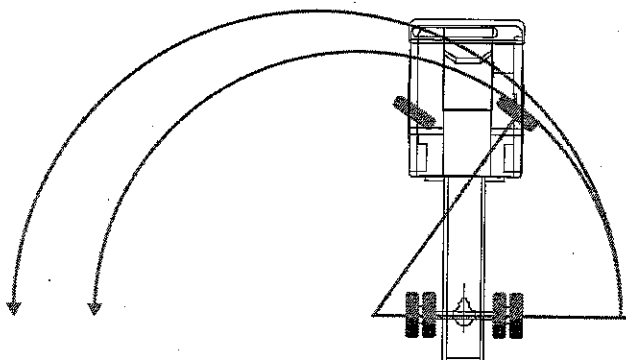
2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius 25.55 ft



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Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
		\$110,369.00
Subtotal		\$110,369.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
GPC	Fleet incentive pricing	-\$350.00
Total		\$110,019.00

Customer Signature

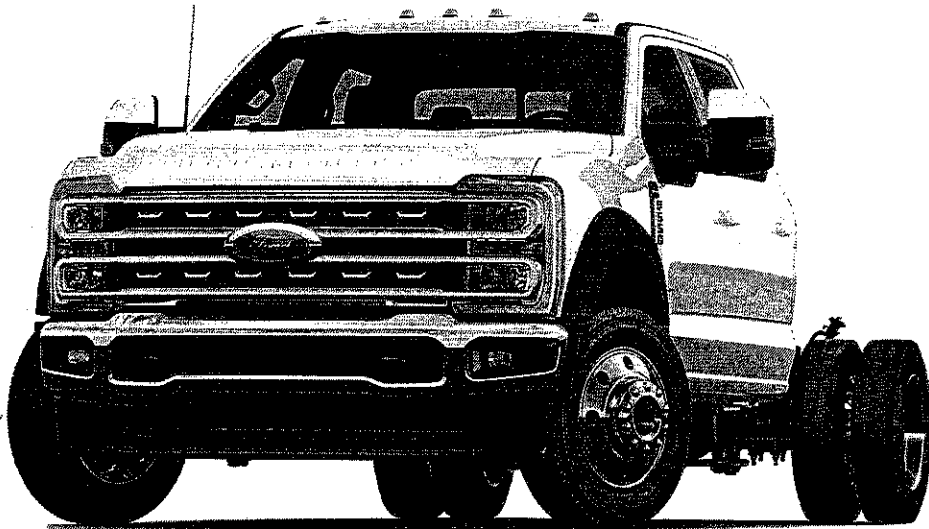
Acceptance Date

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Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Quote ID: F550Dump2
Date: 11/27/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr, Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID F550Dump2 11/27/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you. E-Tipper W barn door tailgate installed with 20 Hitch and Pintle combo. Led strobe lighting at rear, under body tool boxes 2 Strobed on cab protector.

Quality control inspection before delivery.

F-550 EXP TRAN_140

F-550 EXP TRANS_F140

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

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Superintendent, City of Fayetteville

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11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 33,400 lbs.**
- Front brake diameter: 15.4"
- Vehicle body length: 265.2"
- Vehicle body height: 82.8"
- Vehicle turning radius: 25.6'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 33,500 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 179.0"
- Front track: 74.8"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- * **Recommended fuel: diesel**
- Electronic transfer case shift
- Auto locking hub control
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- * **Engine block heater**
- * **Engine retarder system**
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- * **Mechanical limited slip differential**

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

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Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- * **Running boards**
- Clearcoat paint
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argnt steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- * Rear mounted camera
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Manual rear child safety door locks

Dimensions

General Weights

* Curb weight	8,186 lbs.	* Rear curb weight	3,390 lbs.
* GVWR	19,500 lbs.	* Payload	11,230 lbs.

Trailer Weights

* Fifth-wheel towing capacity	33,400 lbs.	* Gooseneck towing capacity	33,500 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,796 lbs.	* GAWR front	6,000 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	6,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance..... 8.6"

Exterior Measurements

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Vehicle body length.....	265.2"	Vehicle body width.....	80.0"
Vehicle body height.....	82.8"	Wheelbase.....	179.0"
Front brake diameter.....	15.4"	Rear brake diameter.....	15.8"
Rear frame height loaded.....	29.6"	Rear frame height unloaded.....	34.8"
Front track.....	74.8"	Rear track.....	74.0"
Vehicle turning radius.....	25.6'	Cab to axle.....	60.0"
Rear tire outside width.....	93.9"	Axle to end of frame.....	47.2"
Frame section modulus.....	12.7 cu.in.	Frame yield strength (psi).....	50000.0
Frame rail width.....	34.2"	Front bumper to front axle.....	38.3"
Front bumper to back of cab.....	158.1"		

Interior Measurements

Max interior rear cargo volume.....	52.1 cu.ft.	Interior rear cargo volume with seats folded.....	52.1 cu.ft.
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Interior Volume

Total passenger volume.....	131.7 cu.ft.
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Headroom

Headroom first-row.....	40.8"	Headroom second-row.....	40.4"
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Legroom

Leg room first-row.....	43.9"	Leg room second-row.....	43.6"
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Shoulder Room

Shoulder room first-row.....	66.7"	Shoulder room second-row.....	65.9"
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Hip Room

Hip room first-row.....	62.5"	Hip room second-row.....	64.7"
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Powertrain**Engine**

* Engine. Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder.....	4
Engine cylinders.....	Engine location.....	Front mounted engine
* Ignition. Compression ignition system	Engine mounting direction.....	Longitudinal mounted engine
Engine block material.....	Cylinder head material.....	Aluminum cylinder head

Engine Specs

* Displacement.....	6.7L	* cc.....	405.9 cu.in.
* Bore.....	3.9"	* Stroke.....	4.25"
* Compression ratio.....	15.2	SAEJ1349.....	AUG2004 compliant

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)*Engine Power****Horsepower.....330 HP@2200 RPM*****Torque.....950 lb.-ft.@1800 RPM***Alternator****Alternator amps.....250A*****Alternator type.....Heavy-duty alternator***Battery*

Battery amps.....68Ah

Battery rating.....750CCA

***Battery type.....Dual lead acid battery**

Battery run down protection..... Battery run down protection

*Engine Extras****Block heater.....Engine block heater**

Auxiliary power take-off..... Auxiliary power take-off

Radiator.....Radiator

Engine retarder.....Engine retarder systemTransmission*

Transmission.....10-speed automatic

Transmission electronic control..... Transmission electronic control

Overdrive transmission..... Overdrive transmission

Lock-up transmission..... Lock-up transmission

First gear ratio.....4.615

Second gear ratio.....2.919

Third gear ratio.....2.132

Fourth gear ratio.....1.773

Fifth gear ratio.....1.519

Sixth gear ratio.....1.277

Reverse gear ratio.....4.695

Seventh gear ratio.....1

Eighth gear ratio.....0.851

Ninth gear ratio.....0.687

Tenth gear ratio.....0.632

Stall ratio.....1.97

Selectable mode transmission..... Selectable mode transmission

Sequential shift control..... SelectShift Sequential shift control

Transmission oil cooler..... Transmission oil cooler

PTO transmission provision..... PTO transmission provision

Drive Type

4WD type..... Part-time 4WD

Drive type..... Four-wheel drive

*Drivetrain****Axle ratio.....4.3***Exhaust*

Tailpipe..... Stainless steel single exhaust

*Fuel****Fuel type.....diesel***Fuel Tank****DEF capacity.....7.20 gal.**

Fuel tank capacity.....40.00 gal.

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Superintendent, City of Fayetteville

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11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)*Drive Feature**** Limited slip differential Mechanical limited slip differential**

Locking hub control Auto locking hub control

Traction control Driveline managed traction control

Transfer case Electronic transfer case shift

Fuel Economy and Emissions*Fuel Economy**** Secondary fuel type Diesel secondary fuel type***Emissions*

Emissions Federal emissions

Suspension and Handling*Suspension*

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability*Brakes*

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Leaf spring rear suspension

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

* Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels . 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 19.5"

Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5"

Rear wheels width 6"

Front And Rear Wheels

Appearance argent

Material steel

Front Tires

Aspect 70

Diameter 19.5"

Sidewalls BSW

Speed S

Tread AS

Type LT

Width 225mm

Front wheel - RPM 647

Rear Tires

Aspect 70

Diameter 19.5"

Sidewalls BSW

Speed S

Tread AS

Type LT

Width 225mm

Rear wheel - RPM 647

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness

* Towing brake controller Trailer brake controller

Towing trailer sway Trailer sway control

Exterior Features

Number of doors 4 doors

* Running boards Running boards

Front splash guards Front splash guards

* License plate front bracket Front license plate bracket

Body

Body panels Aluminum body panels with side impact beams

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)*Mirrors*Convex spotter..... Convex spotter in driver and
passenger side door mirrorsTurn signal in door mirrors Turn signal indicator in
door mirrors*Tires*

Front tires LT load rating..... G

Rear tires LT load rating..... G

Wheels

Dual rear wheels..... Dual rear wheels

Convenience*Door Locks*Door locks..... Power door locks with 2 stage
unlocking
All-in-one key All-in-one remote fob and ignition
key

Keyfob door locks... Keyfob activated door locks

Auto door locks..... Auto-locking doors

*Cruise Control*Cruise control..... Cruise control with steering
wheel mounted controls*Key Fob Controls*Fob remote vehicle controls... FordPass Connect
smart device vehicle start control*Rear View Mirror*Day/Night rearview mirror..... Day/Night rearview
mirror*Exterior Mirrors*Door mirrors..... Power door mirrors
Heated door mirrors..... Heated driver and
passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows..... Power first-row windows

Overhead Console

Overhead console..... Full overhead console

Overhead console storage..... Overhead console
storage*Passenger Visor*

Visor passenger mirror... Passenger visor mirror

Power Outlets

12V power outlets..... 2 12V power outlets

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)*Rear Windshield*

Rear windshield..... Fixed rear windshield

Storage

Number of beverage holders... 8 beverage holders

Beverage holders rear.... Rear beverage holders

Illuminated glove box..... Illuminated glove box

Dashboard storage..... Dashboard storage

*Windows Feature*One-touch up window..... Driver and passenger
one-touch up windows*Windows Rear Side*Second-row windows..... Power second-row
windows*Miscellaneous*

Trip computer..... Trip computer

Upfitter switches..... Upfitter switches

Over the air updates..... Over the air updates

Beverage holders..... Front beverage holders

Glove box..... Illuminated locking glove box

Instrument panel storage..... Instrument panel
covered binOne-touch down window... Driver and passenger
one-touch down windows

PRND in IP..... PRND in IP

Accessory power..... Retained accessory power

Comfort*Climate Control*

Climate control..... Manual climate control

Rear under seat ducts... Rear under seat climate
control ducts

Cabin air filter..... Cabin air filter

Headliner

Headliner material..... Cloth headliner material

Headliner coverage..... Full headliner coverage

Floor Trim

Floor covering..... Full vinyl floor covering

Floor coverage..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Vinyl rear seat upholstery

Rear seatback upholstery... Carpet rear seatback
upholstery*Steering Wheel*

Steering wheel material Urethane steering wheel

Steering wheel telescopic..... Manual telescopic
steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

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11/27/2024

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**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)*Seat Capacity*

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features*Displays*

Primary touchscreen display Primary touchscreen display

Number of first-row displays 2 total number of 1st row displays

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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Primary display size 8 inch primary display

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 voice activated audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display

Driver information center Driver information center

Clock In-radio display clock

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

* Turbo gauge Turbo/supercharger boost gauge

Transmission temperature gauge Transmission fluid temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 4.20

Engine hour meter Engine hour meter

* DEF fluid gauge Diesel exhaust fluid (def) gauge

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Service interval indicator

* Low diesel exhaust fluid (DEF) warning Low diesel exhaust fluid (DEF) warning

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Superintendent, City of Fayetteville

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11/27/2024

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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Selected Equip & Specs (cont'd)

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlights. Autolamp auto on/off headlight control

Headlight type Reflector headlights
Multiple headlights. Multiple enclosed headlights

Delay off headlights Delay-off headlights

DRL preference setting ... DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light ... Variable instrument panel light

Front reading lights Front reading lights

Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

Clearance lights Cab clearance lights

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree. SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration ... Smart device wireless mirroring

Internet Access

Internet access ... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver. Seat mounted side impact driver airbag

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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

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Selected Equip & Specs (cont'd)

Front side impact airbag passenger. Seat mounted
side impact front passenger airbag

Overhead airbags. Safety Canopy System
curtain first and second-row overhead
airbags

Seatbelts

Height adjustable seatbelts. Front height
adjustable seatbelts

Security System

Immobilizer. SecuriLock immobilizer
Security system. Ford Security Package (1-year
included with activation) security system

Remote panic alarm. Remote panic alarm

Active Driving Assistance

Lane departure. Lane Departure Warning

Forward collision warning. Pre-Collision Assist
with Automatic Emergency Braking (AEB)
forward collision mitigation

Cameras

* Rear camera. Rear mounted camera

Occupant Safety

Child door locks. ... Manual rear child safety door
locks

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Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

As Configured Vehicle

Code	MSRP
W5H	\$62,190.00
660A	N/C
99T	\$10,495.00
44G	Included
X4L	\$395.00
68M	\$1,155.00
TGJ	Included
64Z	Included
A	Included
PAINT	STD
179WB	STD
STDRD	Included
535	\$580.00
41H	\$190.00
86M	Included
67E	Included
18B	\$445.00
153	N/C
872	\$415.00
52B	\$300.00
WARANT	N/C
425	STD
Z1_01	N/C
Dump	\$20,095.00

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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

As Configured Vehicle (cont'd)

Code	MSRP
SUBTOTAL	\$96,260.00
Destination Charge	\$1,995.00
TOTAL	\$98,255.00

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Superintendent, City of Fayetteville

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11/27/2024



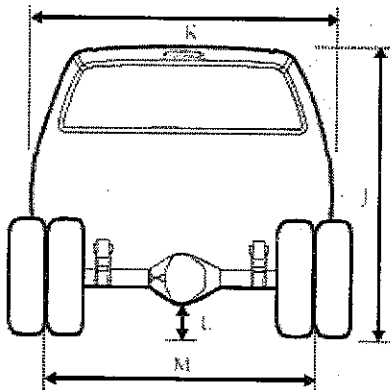
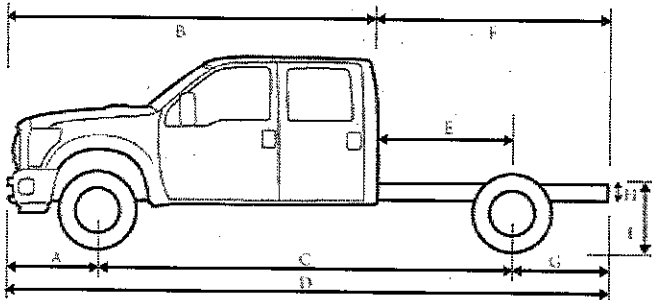
Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	158.10 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	265.20 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.80 in.
I	Rear Frame Height Loaded	29.60 in.
J	Cab Height	82.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.60 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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11/27/2024

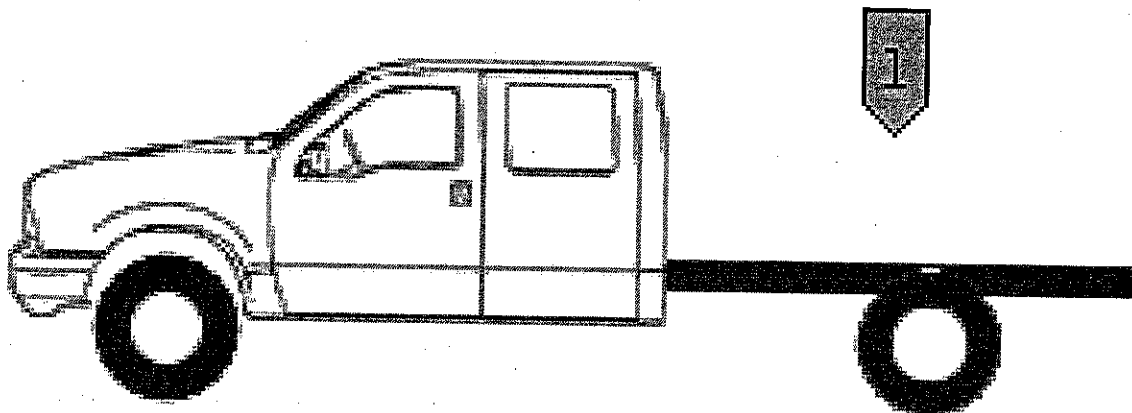
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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,796 lbs	3,390 lbs	8,186 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	604 lbs	11,016 lbs	11,620 lbs
TOTAL	6,000 lbs	14,706 lbs	20,706 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	6,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	6,000 lbs	14,706 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Superintendent, City of Fayetteville

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11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 520 | Quote ID: F550Dump2

Vehicle Dimension and Performance Summary (cont'd)*Start, Grade and Speed*

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.58 %
Start grade capability in reverse	4.70	15.00 %	58.58 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.78 %
Maximum grade in 9th gear	0.69	3.00 %	8.70 %
Maximum grade in 10th gear	0.63	3.00 %	8.01 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	90 mph
<i>To meet your requirement you need a maximum axle ratio of 5.17</i>			
Top Speed on 3% grade		55 mph	
<i>To meet your requirement you need a maximum of 123 hp</i>			
Cruise Speed		60 mph	78 mph
Engine RPM at desired cruise speed			1,758 rpm

*Variables in Use**Start*

Rear axle ratio:	4.30	Clutch engagement torque:	475 ft.lbs.
Tire size:	225/70R19.5 (647 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,500 lbs		

Grade

Rear axle ratio:	4.30	Gross Vehicle Weight (GVW):	19,500 lbs
Tire size:	225/70R19.5 (647 rev/mile)	Peak engine torque:	950 ft.lbs.

Speed

Engine Power:	330 hp @ 2,200 rpm	Worst road surface	Typical Highway
Governed RPM:	2,640 rpm	Final Drive Ratio:	0.63
Frontal Area:	41.00 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

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Superintendent, City of Fayetteville

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11/27/2024

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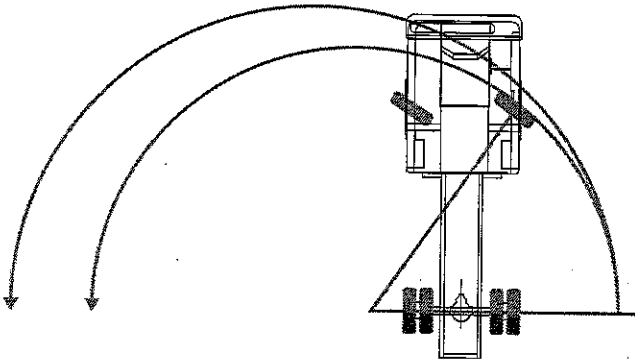
2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius 25.55 ft



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Superintendent, City of Fayetteville

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11/27/2024

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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
		\$98,255.00
Subtotal		\$98,255.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
GPC	Fleet incentive pricing	-\$350.00
Total		\$97,905.00

Customer Signature

Acceptance Date

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

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2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 520 | Quote ID: F550Dump2

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

		MSRP
<i>Vehicle Pricing</i>		
		\$196,510.00
Subtotal		\$196,510.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
GPC	Fleet incentive pricing	-\$700.00
Total		\$195,810.00

Customer Signature

Acceptance Date

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MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **PREMIER TRAILER SALES LLC.**

RECOMMENDATION:

COUNCIL TO APPROVE THE PURCHASE OF (2) TANDEM AXLE TRAILERS FROM PREMIER TRAILER SALES LLC. OF FAYETTEVILLE ARKANSAS FOR THE PURCHASE PRICE OF \$29,780 AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Expansion unit 9365 (WSEW_F119) and replacement unit 9258 (WSEW_F075) are both trailers for the Water Sewer division.

DISCUSSION:

Water Sewer and Fleet Operations have upgraded trailers for greater weight carrying capabilities for towing mini-excavators and skid steers for repairs and maintenance of water lines on site. Unit 9258 will be upgraded from a 14k trailer to a 20k trailer.

BUDGET/STAFF IMPACT:

Expansion unit 9365 came in under budget. Unit 9258 will be an upgrade and a BA is being presented for approval combining collections from Fleet Operations and the difference from Water Sewer as per Fleet Policy on upgrading equipment.

These units were unanimously approved at the December 10th Equipment Committee.

ATTACHMENTS: SRF (#3) , BA (#4), WSEW F075 / Quote / Premier Fayetteville (#5), WSEW F119 / Quote / Premier Fayetteville (#6), Request for Quotes (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1072

PREMIER TRAILER SALES LLC.

A RESOLUTION TO APPROVE THE PURCHASE OF TWO TANDEM AXLE TRAILERS FROM PREMIER TRAILER SALES, LLC. IN THE TOTAL AMOUNT OF \$29,780.00 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE, 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 authorizes the purchase of two Tandem Axle trailers from Premier Trailers in the total amount of \$29,780.00 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original price, pursuant to a Sourcewell cooperative purchasing contract.

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

City of Fayetteville Staff Review Form

2024-1072

Item ID

1/7/2025

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

Chelsey Voden

12/13/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL TO APPROVE THE PURCHASE OF (2) TANDEM AXLE TRAILERS FROM PREMIER TRAILER SALES LLC. OF FAYETTEVILLE ARKANSAS FOR THE PURCHASE PRICE OF \$29,780 AND TO APPROVE A BUDGET ADJUSTMENT. EXPANSION UNIT 9365 (WSEW_F119) AND REPLACEMENT UNIT OF 9258 (WSEW_F075).

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02080.2025

Other Vehicles/ Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 472,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 472,500.00

Does item have a direct cost? Yes

Item Cost

\$ 29,780.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 7,890.00

Remaining Budget

\$ 450,610.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025 (BY)	FLEET OPERATIONS (770)	
	Requestor: Chelsey Voden	

Water and Sewer is upgrading the replacement trailer of 9366 (WSEW_F075), Water and Sewer will cover the upgrade difference.

	COUNCIL DATE:	1/7/2025
	ITEM ID#:	2024-1072
	Holly Black	
	12/17/2024 10:55 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



Sales:
For:

11/25/2024

Phone:
Fax:

ONLY
Change
Fields That

Heavy Duty Equipment Trailer Commercial Grade

Qty	Description	Total
1	15+3 - 20,000#	\$ -
	17+3 - 20,000#	\$ 16,895.00
	20+3 - 20,000#	\$ -

Color
Gloss Black

Standard Features
 Axles - Torsion 10,000# Oil Bath
 Brakes On Both Axles W/Electric Brake Away
 Coupler -- Adjustable 2 5/16" or Pintle
 Seal Beam LED's
 D-Rings - 8 - 1" D-Rings
 Fenders --10" Channel No Slip Drive Over Fenders
 With DP Deck Extension (82" Between Fenders)
 Floor -- Oak Floor
 Front Bump Rail On Bumper Pull & Pintle
 Jacks -- 2- 12k Drop Leg 2 Speed
 Overwidth -- 102" Wide (83" Deck Width)
 Ramps -- Easy Lift Heavy Duty Premier Ramps
 Safety Chains
 Stake Pockets And Rubrail
 Spare Rack
 Tires --17.5 16 Ply Singles
 Winch Plate & Battery Box
 Wiring --Encased

Qty	Optional Features	Cost	Total
	D-Rings -- 1" Dia 3" (Each)	\$ 37.44	\$ -
	D-Rings -- 1/2" Dia 2 1/2" (Each)	\$ 15.60	\$ -
	D-Rings -- 5/8" Dia 3" (Each)	\$ 21.84	\$ -
	Floor -- Diamond Plate Floor (Per Lin Ft)	\$ 49.80	\$ -
	Gooseneck -- Low Boy Gooseneck W/Chain Box & Lid	\$ 650.00	\$ -
	Jack -- 12 Hydraulic Jack	\$ 1,684.80	\$ -
	Tires -- Spare 215/75R17.5 16 Ply	\$ 259.74	\$ -
	Toolbox -- 2' x 2' Expanded Metal With Door	\$ 507.24	\$ -
	Total Options		\$ -

Special Options	Price
Heavy Duty Ramps 27" Wide with spring assist #6 expanded metal (fold up) angle iron on dove, # square tubing top rail in front of fenders 18" High	\$ 450.00
Pine Floors	
Dozer Ramps	
Total Special Options	\$ 450.00

Standard Cost	\$ 16,895.00
Options	\$ -
Special Options	\$ 450.00
Sub Total	\$ 17,345.00
Freight	
Sur-Charge	0%
Sur-Charge Amount	\$ -
TOTAL TRAILER COST	\$ 17,345.00

\$14,890



Sales:
For:

11/25/2024

Phone:
Fax:

ONLY
Change
Fields That

Heavy Duty Equipment Trailer Commercial Grade

Qty	Description	Total
1	15+3 - 20,000#	\$ -
	17+3 - 20,000#	\$ 16,895.00
	20+3 - 20,000#	\$ -

Color

Standard Features
 Axles - Torsion 10,000# Oil Bath
 Brakes On Both Axles W/Electric Brake Away
 Coupler -- Adjustable 2 5/16" or Pintle
 Seal Beam LED's
 D-Rings - 8 - 1" D-Rings
 Fenders --10" Channel No Slip Drive Over Fenders
 With DP Deck Extension (82" Between Fenders)
 Floor -- Oak Floor
 Front Bump Rail On Bumper Pull & Pintle
 Jacks -- 2- 12k Drop Leg 2 Speed
 Overwidth -- 102" Wide (83" Deck Width)
 Ramps -- Easy Lift Heavy Duty Premier Ramps
 Safety Chains
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 Tires --17.5 16 Ply Singles
 Winch Plate & Battery Box
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Qty	Optional Features	Cost	Total
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Total Special Options	\$ 450.00

Standard Cost	\$ 16,895.00
Options	\$ -
Special Options	\$ 450.00
Sub Total	\$ 17,345.00
Freight	
Sur-Charge	0%
Sur-Charge Amount	\$ -
TOTAL TRAILER COST	\$ 17,345.00

\$14,890

WSEW Trailer Quote / Rep 9258 - Exp FY25



Jackson, Ross

To Jackson, Ross

Bcc Jackson, Ross; Voden, Chelsey; Watkins, Aaron; Bob Renfro; LEE WEBB; Brock Jolly



Fri 11/15/2024 2:44 PM

Good afternoon,

We would like to get a quote for (2) of the following trailers with the below specs...

Low profile equipment trailer

- 18' + 2' w/metal cleats on the dove
- 10K oil bath torsion axles w/82" between the fenders
- 10" frame
- 16 ply tires w/ spare
- 2 EA HD stand up ramps
- 12" center on crossmembers
- Pine flooring (Quote oak as an option)
- 12K jack
- LED lighting – enclosed wiring
- Rub Rail
- 6 EA D-rings (4 in front of the fenders, 2 behind)
- Rail in in front of the fenders (16" tall)
- HD fenders 3/16" or thicker
- Adjustable pintle hitch – flat plate preferred

Please Provide a quote by **Friday 11/29/24 by 12:00 pm**. If the quotes are not received by this date and time, they will be considered "NON-RESPONSIVE." Please include ETA of when you believe they would be deliverable or indicate whether they are currently in stock on the lot. **LASTLY**, these prices will need to be good through February of 2025. This order will be brought to City Council for approval pending budget approval this month.

Please note on the quote **"To replace Asset 9258 and FY25 Expansion WSEW"**

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

City of Fayetteville, Arkansas 72701

T 479-444-3494

F 479-444-3425

C 479-879-6221





MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **RUSH TRUCK CENTERS OF ARKANSAS**

RECOMMENDATION:

RECOMMEND COUNCIL APPROVAL FOR (2) TRI-AXLE HX620 DUMP TRUCKS FROM RUSH TRUCK CENTERS OF LOWELL ARKANSAS FOR \$496,357.88 THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032824-NVS).

BACKGROUND:

Both expansion units 7011 (WSEW_F122) and 7012 (WSEW_F123) were approved purchases with passage of the FY25 budget.

DISCUSSION:

These dump trucks will be for the new Water Sewer Division construction crew to transport excavated and base materials on construction projects. It will also be required for responding to after-hour emergencies and delivering large parts and equipment.

BUDGET/STAFF IMPACT:

Both trucks came in under budget and are approved FY25 purchases.

These units were unanimously approved at the December 10th Equipment Committee,

ATTACHMENTS: SRF (#3) , WSEW F122 / 2026 HX Dump Packet (#4), WSEW F123 / 2026 HX Dump Packet (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1071

RUSH TRUCK CENTERS OF ARKANSAS

A RESOLUTION TO AUTHORIZE THE PURCHASE OF TWO DUMP TRUCKS FROM RUSH TRUCK CENTERS OF LOWELL IN THE TOTAL AMOUNT OF \$496,357.88, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, both expansion units 7011 and 7012 were approved purchases in the 2025 budget and were unanimously recommended for approval at the December 10th Equipment Committee Meeting.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two tri-axle HX620 dump trucks from Rush Truck Centers of Lowell in the total amount of \$496,357.88, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1071

Item ID

1/7/2025

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

Chelsey Voden

12/13/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND COUNCIL APPROVAL FOR (2) TRI-AXLE HX620 DUMP TRUCKS FROM RUSH TRUCK CENTERS OF LOWELL ARKANSAS FOR \$496,357.88 THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (032824-NVS). BOTH UNITS ARE EXPANSIONS UNITS 7011 (WSEW_F122) AND 7012 (WSEW_F123)

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02077.2025

Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,694,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,694,500.00

Does item have a direct cost? Yes

Item Cost

\$ 496,357.88

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,198,142.12

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Retail Sales Order

[illegible]



Rush Truck Center, Lowell
807 S Bloomington St
Lowell, AR 72745
479-770-1235

Retail Sales Order

TERMS AND CONDITIONS

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. Used Car Buyers Guide. If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. Third Party Products and Services. Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solution Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

18. Use of Vehicle Repair Data. Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE. Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. Manufacturer Surcharges. The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 302-5200
------------	---------------------

Who we are

Who is providing this notice?

Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do

How does Rush Truck Centers protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Rush Truck Centers collect my personal information?

We collect your personal information, for example, when you

- apply for financing
- give us your income information or provide employment information
- provide account information or give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Rush does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

■ Includes lenders, finance companies and financial service providers

Other Important information

- This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush Truck Centers of California, Inc., Rush Medium Duty Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Medium Duty Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Pennsylvania, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP, Rush Truck Centers of Utah, Inc., and Rush Truck Centers of Virginia, Inc.
- This Privacy Policy does not apply to information obtained in a non-financial transaction.

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:
PROPOSAL PREPARED BY:

Sourcewell Member:	City of Fayetteville	Rush Truck Center Lowell
Contact:	Ross Jackson	Nemo Lopez
Address:	1525 Happy Hollow Rd	807 S Bloomington
City/State/Zip:	Fayetteville/AR/72701	Lowell/AR/72745
Phone:	(479) 879-6221	(870) 350-2610
Email:	rjackson@fayetteville-ar.gov	lopezzavalan@rushenterprises.com

Proposal Number
Date
Quantity of this Specification
Single Sourcewell Transaction Total Volume

3956
11/14/2024
2
2

Chassis		
New 2026 International HX620 /S13 Chassis		\$ 327,987.80
Base Chassis List	\$ 255,482.00	
Options List	\$ 72,505.80	
Sourcewell Contract Discount	49.1%	\$ (161,042.01)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 166,945.79
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Hilbilt 16' Mongoose XL Dump Parts and Labor		\$ 48,267.00
		\$ -
Handling Fee	5.00%	\$ 2,413.35
Additional Post Build Work		
Dealer Prep		\$ 600.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 30.00
Service Contracts		
Extended Warranties		\$ 21,233.47
Allison		\$ 3,000.00
		\$ -
Additional Freight		
Transfer from Hilbilt to City of Fayetteville		\$ 505.00
		\$ -
Additional Floorplan		
Additional Floorplan (Any Floorplan expense exceeding 45 days BMI)		\$ 2,310.00
		\$ -
Additional Fees & Taxes		
		\$ -
		\$ -
		\$ -
Final Sourcewell Per Vehicle Price FOB		\$ 248,178.94
Final Sourcewell Total Vehicle(s) Price		\$ 496,357.88
Additional Sourcewell Qualified Content		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



20036 INTERSTATE 30 BENTON, ARKANSAS 72015 800-333-3096 501-316-2500 FAX: 501-694-1090 www.hilbilsales.com

Rush Truck Center (Lowell)
Ref City of Fayetteville

November 27, 2024

16' HilBilt Mongoose Dump Body Installed
142" Clear Usable Cab to Center of Tandem Measurement Provided
54" Side Height / 54" Tailgate Height
8" Tubing Main Frame
4" X 6" Channel Crossmembers on 12" Centers Soldi Welded
3/16" AR450 Steel, Front, Sides, Floor and Tailgate
Hi-Lift Combo Tailgate
4" X 6" Tubing Top Rail
Ladder Installed on Driver's Side Rear in Front of Hi-Lift Cylinders
Sloped Front with Standard HilBilt Hydraulic Tank with Sight Glass
No Filter Included on Hydraulic System
Return Line Added to Hydraulic System
Inverted Angle Installed on Top of Top Rail & Tailgate to Shed Debris
Electric Mountain Tarp Installed (Mesh) Integrated Mounted
Front Metal Gravel Guards
Short Heavy Duty Pipe Apron Installed
Standard DOT LED Lighting
Air Operated Pump / Hot Shift PTO for Allison Transmission
1 Pair LED S/T/T Lights Installed in Rear Rib (1 each Side)
1 Pair of Oval LED Back Up Lights in Rear Rib (1 each Side)
Front, Rear & Side Strobes Installed Yellow, White & Green (Part# DLITMC)
24" Cab Protector Installed
Install Standard HilBilt 50 Ton Pintle Hitch
Tie into Dealer Supplied Air & Electric
Gladhands on Hoses / 7 Way Receptacle Installed
Install Buyers Products 24" Steel Tool Box (Not Aluminum)
Electric Buyers Products Vibrator Installed (Not Cougar)
Shovel Holder Installed on Driver's Side
45 Degree Dump Angle (Not 50) / No Fire Extinguisher Bracket Included

Standard HilBilt 2 Year Warranty

\$48,267.00 Installed

Quote is valid for 7 business days. If the chassis arrives after 3/30/2025 the quote is subject to change

Dealer Quote: FET or State Sales Taxes not Included / FOB Benton, Arkansas

Thank you for allowing HilBilt to quote your equipment needs.

Danny Golden (501) 993-1902



Hx620 SBA

Sales Proposal For:
CITY OF FAYETTEVILLE

Presented By:
RUSH TRK CTR OF AR

Prepared For:
CITY OF FAYETTEVILLE
Ross Jackson
113 WEST MOUNTAIN
FAYETTEVILLE, AR 72701-
(479)575 - 8289
Reference ID: N/A

Presented By:
RUSH TRK CTR OF AR
John E Rangel
807 S BLOOMINGTON ST.
LOWELL AR 72745 - 9667
(479)770-1200

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HX620 SBA (HX620)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 72000. Calc. GVWR: 79220. Calc. GCWR: 140000 Calc. Start / Grade Ability: 34.62% / 2.59% @ 55 MPH Calc. Geared Speed: 67.7 MPH
DIMENSION:	Wheelbase: 211.00, CA: 142.00, Axle to Frame: 73.00
ENGINE, DIESEL:	{Cummins X15 470V} Productivity Series, EPA 2024, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164P} Single Reduction, Wide Track, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L XZU-S2 (MICHELIN), 488 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G M726ELA (BRIDGESTONE), 492 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100LZ Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
ESC Navistar Engine Chassis and Tow/Allison Warranty		24233.47
		Total Warranty : \$24,233.47

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HX62000	Base Chassis, Model HX620 SBA with 211.00 Wheelbase, 142.00 CA, and 73.00 Axle to Frame.	9356/6680	16036

AXLE CONFIGURATION

1AND	AXLE CONFIGURATION 6x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		

ENGINE

12EWY	ENGINE, DIESEL (Cummins X15 470V) Productivity Series, EPA 2024, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)	595/38	633
12VJZ	EMISSION, CALENDAR YEAR (Cummins X15) EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler	0/0	0
	<u>Includes</u> : RADIATOR HOSES Premium, Rubber		
12THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VCA	AIR CLEANER Single Element, with Pre-Cleaner, Engine Mounted	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12WCT	BLOCK HEATER, ENGINE (Phillips) 120V/1500W, with "Y" Cord for Fuel Heater	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0

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Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
12WGA	HOSE CLAMPS, RADIATOR HOSES , Mechanical Type; with Constant-Tension Functionality	0/0	0
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System	0/0	0

TRANSMISSION

13BEK	TRANSMISSION, AUTOMATIC (Allison 4500 RDS) 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	294/77	371
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WCU	OIL COOLER, TRANSMISSION (Modine) Remote Mounted; Not for use with Retarder, for Automatic Transmission	42/-6	36
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)	-115/-19	-134
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REAR AXLES, SUSPENSIONS

14HRH	AXLE, REAR, TANDEM (Meritor RT-46-164P) Single Reduction, Wide Track, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.38	0/655	655
14UMX	SUSPENSION, REAR, TANDEM (Hendrickson HMX EX 460) Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/9	9
14WNH	AXLE, PUSHER, LIFT TYPE (Watson & Chafin SL1190SSR Tru-Trk Alumilite) 13,500-lb Capacity, One Self-Steer Axle	314/505	819
14UAC	AXLE SPACING, FIRST PUSHER 54" Ahead of Drive Axle	0/0	0
14RBC	AXLE, LIFT, CONTROLS for One Lift Axle; All Controls Inside Cab; Includes Pressure Gauge, Pressure Regulator Switch, Lift/Lower Switch, Inside Cab on Dash	0/0	0
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations	0/0	0
14WZY	AXLE SHAFT MODIFICATION Axle Shaft Flanges Modified for 0.625" Diameter Drive Studs with Solid Type Cone-Locks	0/0	0
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash	1/0	1

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
14WCP	TORQUE RODS {Hendrickson} TRAAX Rods, Longitudinal Only	0/-6	-6
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only	0/-8	-8
FRONT AXLES			
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	126/0	126
FRONT SUSPENSIONS			
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	-26/0	-26
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab	0/0	0
	<u>Includes</u> : CAB REAR SUSPENSION Air : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Includes Two Cup Holders and One Additional Storage Area : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console : FLOOR COVERING Rubber, Black : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side : READING LIGHT, CAB Located in Overhead Console : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab	6/1	7
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
	<u>Includes</u> : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature	0/0	0
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open	0/0	0
16VVB	CAB INTERIOR TRIM Diamond Elite, for Day Cab	0/0	0
	<u>Includes</u> : DOOR TRIM, INTERIOR Bright Handle : INSTRUMENT PANEL TRIM Black with Woodgrain Accent, Black Gauges with Chrome Bezels : SUN VISOR (4) Padded Vinyl, 2 Moveable (Front-to-Side) Primary Visors and 2 Flip-down Auxiliary Visors; Vanity Mirrors and Toll Ticket Straps Driver and Passenger Sides		
16XYW	CAB SOUND INSULATION Day Cab Interior Noise Reduction Package	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low-Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	0/0	0
16HGN	GAUGE, AIR APPLICATION	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HGG	GAUGE, OIL TEMP, ENGINE	1/0	1
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster	0/0	0
16HLX	GAUGE, VOLTMETER Auxiliary Gauge, Located in Center Panel, Standard Cluster Also Includes Digital Voltage Readout	0/0	0
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16STP	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6" x 14" Flat Glass, Includes 6" x 6" Convex Mirrors, for 102" Load Width	0/0	0
16SPA	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Black, 7.5" x 7"	11/-1	10
16XBZ	MODESTY PANEL Painted Body Color, with Amber Lens LED Lights, for Day Cab	0/0	0
16VVA	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 6x2, 6x4 and 6x6 Axle Configurations, Does Not Include Lift Axles or Spare Wheels	0/0	0
16LWU	SEAT, DRIVER {ISRI} Series 500, Air Suspension, High Back, Synthetic Leather, Adjustable Bolsters, Double Chamber Lumbar, Heat, Ventilation, Inboard Armrest, Adjustable Shocks, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt, Memory Quickdown	0/0	0
16SRX	SEAT, PASSENGER {ISRI} Series 500, Air Suspension, High Back, Synthetic Leather, Adjustable Bolsters, Double Chamber Lumbar, Heat, Ventilation, Inboard Armrest, Adjustable Shocks, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt, Memory Quickdown	66/21	87

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Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16UZJ	STORAGE, REAR WALL Storage Pocket, Located on Back Wall Between Driver and Passenger Seats	3/0	3
16WCE	SUNSHADE, EXTERIOR Bright Stainless Steel, 13" Drop Sun Visor, with Amber Lights	30/4	34
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0

FRAMES

1CBU	FRAME RAILS Heat-Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	-42/24	-18
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat-Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	301/607	908
1LRB	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty, for HX	0/0	0
1AMR	CROSSMEMBER, FRAME TIE for Standard Duty	39/3	42
1652	CROSSMEMBER, REAR Relocated to End of Frame	-7/72	65
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity	91/-17	74
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	1/0	1
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)	105/-105	0

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release; 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6	0/0	0
4AZJ	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XCR	BRAKES, FRONT (Meritor EX+H) Air Disc Type, Size 22.5", 23,000-lb Capacity	40/0	40
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes	1/0	1
4WJH	DUST SHIELDS, FRONT BRAKE Pad, with Air Disc Brakes	2/0	2
4XCP	BRAKES, REAR (Meritor EX+L) Air Disc Type, Size 22.5", 23,000-lb Capacity per Axle	0/-22	-22
4XEB	BRAKE CHAMBERS, REAR AXLE 20/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes	0/4	4
4WJN	DUST SHIELDS, REAR BRAKE Pad and Rotor, with Air Disc Brakes	0/14	14
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30

Vehicle Specifications
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Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4JBR	BRAKES, PUSHER AXLE Air S-Cam Type, 15" x 4.0", Includes MGM 20 Sq.In. Brake Chambers, Furnished with One Pusher Lift Axle	0/0	0
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	0/0	0
4EDM	AIR DRYER (Bendix AD-HF) with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	0/0	0
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	0/0	0
4WXR	DRAIN VALVE (2) (Berg) with Pull Chains, for Air Tanks	0/0	0
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

STEERING

5PTB	STEERING GEAR (2) (Sheppard M100/M80) Dual Power	108/-12	96
5710	STEERING COLUMN Tilting and Telescoping	0/0	0
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black	0/0	0

DRIVELINES

6DGX	DRIVELINE SYSTEM (Dana Spicer) Service Free SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	2/5	7
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EXHAUST SYSTEMS

7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	0/0	0
7BEU	AFTERTREATMENT COVER Aluminum	0/0	0
7SAP	ENGINE COMPRESSION BRAKE (Cummins) Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine	0/0	0
7WDM	EXHAUST HEIGHT 10'	0/0	0
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	20/11	31
7WDT	TAIL PIPE (1) Straight Type	0/0	0

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u> : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8GXJ	ALTERNATOR {Leece-Neville AV160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8WDG	BACK-UP ALARM {Preco 1059} Electronic, Solid State, Dual Function, 112 dBA	0/1	1
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
8RLZ	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Cab Power, Does Not Disconnect Charging Circuits, Locks with Padlock, Battery Box Mounted	2/0	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	0/0	0
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	3/0	3
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XJH	FOG LIGHTS (2) Clear Lens, LED, Rectangular, with White Light Source	3/0	3
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8653	HORN, AIR Single, Located Under Cab	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WBW	JUMP START STUD 12V, Remote Mounted	2/0	2
8XPL	POWER SOURCE, ADDITIONAL Two Auxiliary Power Outlets (APO) with Two USB-A Ports and Two USB-C Ports, Located in the Instrument Panel	0/0	0
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	9/1	10
8RBZ	SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door	0/0	0
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	0/0	0
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8TKJ	STOP, TURN, TAIL & B/U LIGHTS (Truck Lite) Super 44, with LED Lights for Stop, Turn, Tail and Backup Lights, with Power Module, "International" Termination and Less Junction Box. Includes License Plate Light	-1/9	8
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches in Instrument Panel	0/0	0
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel	0/0	0
8TME	TRAILER CONNECTION SOCKET (Phillips) 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps	0/0	0
8WEZ	TURN SIGNAL SWITCH Self-Canceling	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0

FRONT END

9ASE	FRONT END Tilting, Composite	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9585	FENDER EXTENSIONS Rubber	18/0	18
9HCN	GRILLE Chrome Vertical Accent Bars, with Black Mesh	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0

SPEEDOMETER, TOOLS, MISC

10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250	0/0	0
10NWE	OVER WIDTH IDENTITY Customer Approval, This Combination will Result in Vehicle Width Over 102"	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10WCY	SAFETY TRIANGLES	5/1	6
10NZL	SPECIAL RATING, GVWR Limited to 80,000-lb GVWR	0/0	0

FUEL TANKS

15SWD	FUEL TANK Top Draw, Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	-4/9	5
15WEZ	DEF TANK 18 US Gal (68L) Capacity, Frame Mounted Outside Left Rail, Under Cab	-5/0	-5
15LNA	FUEL HEATER PLUMBING (Cummins) Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled	0/0	0
15LRV	FUEL/WATER SEPARATOR (Dayco 386) 120 VAC Plug-In Electric Pre-Heater, 12 VDC Electric Heater, with ESOC Fittings, Includes Water-In-Fuel Sensor	3/0	3

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
WHEELS, TIRES - FRONT			
27DUR	WHEELS, FRONT (Accuride 41730) DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-18/0	-18
7682543212	(2) TIRE, FRONT 315/80R22.5 Load Range L XZU-S2 (MICHELIN), 488 rev/mile, 65 MPH, All-Position	64/0	64
WHEELS, TIRES - REAR			
28DWR	WHEELS, REAR (Accuride 43644) DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-232	-232
7372139003	(8) TIRE, REAR 11R22.5 Load Range G M726ELA (BRIDGESTONE), 492 rev/mile, 75 MPH, Drive	0/32	32
WHEELS MISC OPTIONS			
29ACD	TIRE VALVE CAP Flo-Thru Design	0/0	0
WHEELS, TIRES - LIFT AXLE			
34ADH	WHEELS, LIFT AXLE PUSHER (Accuride 43644) Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>	78/208	286
7482133287	(2) TIRE, PUSHER 11R22.5 Load Range H X WORKS Z (MICHELIN), 495 rev/mile, 65 MPH, All-Position	0/0	0
BODY INTEGRATION			
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0
Services Section:			
WARRANTY			
40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B	0/0	0
	Total Component Weight:	11550/8593 (lbs)	20143 (lbs)
1	Hilbilt 16' Dump Body Installed	0/0	0
	Total Body Allied:	0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$248,178.94

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:**Accepted by Purchaser:**_____
Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Retail Sales Order

[illegible]



Rush Truck Center, Lowell
807 S Bloomington St
Lowell, AR 72745
479-770-1235

Retail Sales Order

TERMS AND CONDITIONS

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. Used Car Buyers Guide. If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. Third Party Products and Services. Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solution Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

18. Use of Vehicle Repair Data. Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE. Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. Manufacturer Surcharges. The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 302-5200
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Who we are

Who is providing this notice? Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do

How does Rush Truck Centers protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Rush Truck Centers collect my personal information? We collect your personal information, for example, when you

- apply for financing
- give us your income information or provide employment information
- provide account information or give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Rush does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

■ Includes lenders, finance companies and financial service providers

Other Important information

- This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush Truck Centers of California, Inc., Rush Medium Duty Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Medium Duty Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Pennsylvania, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP, Rush Truck Centers of Utah, Inc., and Rush Truck Centers of Virginia, Inc.
- This Privacy Policy does not apply to information obtained in a non-financial transaction.

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:
PROPOSAL PREPARED BY:

Sourcewell Member:	City of Fayetteville	Rush Truck Center Lowell
Contact:	Ross Jackson	Nemo Lopez
Address:	1525 Happy Hollow Rd	807 S Bloomington
City/State/Zip:	Fayetteville/AR/72701	Lowell/AR/72745
Phone:	(479) 879-6221	(870) 350-2610
Email:	rjackson@fayetteville-ar.gov	lopezzavalan@rushenterprises.com

Proposal Number
Date
Quantity of this Specification
Single Sourcewell Transaction Total Volume

3956
11/14/2024
2
2

Chassis		
New 2026 International HX620 /S13 Chassis		\$ 327,987.80
Base Chassis List	\$ 255,482.00	
Options List	\$ 72,505.80	
Sourcewell Contract Discount	49.1%	\$ (161,042.01)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 166,945.79
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Hilbilt 16' Mongoose XL Dump Parts and Labor		\$ 48,267.00
		\$ -
Handling Fee	5.00%	\$ 2,413.35
Additional Post Build Work		
Dealer Prep		\$ 600.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 30.00
Service Contracts		
Extended Warranties		\$ 21,233.47
Allison		\$ 3,000.00
		\$ -
Additional Freight		
Transfer from Hilbilt to City of Fayetteville		\$ 505.00
		\$ -
Additional Floorplan		
Additional Floorplan (Any Floorplan expense exceeding 45 days BMI)		\$ 2,310.00
		\$ -
Additional Fees & Taxes		
		\$ -
		\$ -
		\$ -
Final Sourcewell Per Vehicle Price FOB		\$ 248,178.94
Final Sourcewell Total Vehicle(s) Price		\$ 496,357.88
Additional Sourcewell Qualified Content		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



20036 INTERSTATE 30 BENTON, ARKANSAS 72015 800-333-3096 501-316-2500 FAX: 501-694-1090 www.hilbilsales.com

Rush Truck Center (Lowell)
Ref City of Fayetteville

November 27, 2024

16' HilBilt Mongoose Dump Body Installed
142" Clear Usable Cab to Center of Tandem Measurement Provided
54" Side Height / 54" Tailgate Height
8" Tubing Main Frame
4" X 6" Channel Crossmembers on 12" Centers Soldi Welded
3/16" AR450 Steel, Front, Sides, Floor and Tailgate
Hi-Lift Combo Tailgate
4" X 6" Tubing Top Rail
Ladder Installed on Driver's Side Rear in Front of Hi-Lift Cylinders
Sloped Front with Standard HilBilt Hydraulic Tank with Sight Glass
No Filter Included on Hydraulic System
Return Line Added to Hydraulic System
Inverted Angle Installed on Top of Top Rail & Tailgate to Shed Debris
Electric Mountain Tarp Installed (Mesh) Integrated Mounted
Front Metal Gravel Guards
Short Heavy Duty Pipe Apron Installed
Standard DOT LED Lighting
Air Operated Pump / Hot Shift PTO for Allison Transmission
1 Pair LED S/T/T Lights Installed in Rear Rib (1 each Side)
1 Pair of Oval LED Back Up Lights in Rear Rib (1 each Side)
Front, Rear & Side Strobes Installed Yellow, White & Green (Part# DLITMC)
24" Cab Protector Installed
Install Standard HilBilt 50 Ton Pintle Hitch
Tie into Dealer Supplied Air & Electric
Gladhands on Hoses / 7 Way Receptacle Installed
Install Buyers Products 24" Steel Tool Box (Not Aluminum)
Electric Buyers Products Vibrator Installed (Not Cougar)
Shovel Holder Installed on Driver's Side
45 Degree Dump Angle (Not 50) / No Fire Extinguisher Bracket Included

Standard HilBilt 2 Year Warranty

\$48,267.00 Installed

Quote is valid for 7 business days. If the chassis arrives after 3/30/2025 the quote is subject to change

Dealer Quote: FET or State Sales Taxes not Included / FOB Benton, Arkansas

Thank you for allowing HilBilt to quote your equipment needs.

Danny Golden (501) 993-1902



Hx620 SBA

Sales Proposal For:
CITY OF FAYETTEVILLE

Presented By:
RUSH TRK CTR OF AR

Prepared For:
CITY OF FAYETTEVILLE
Ross Jackson
113 WEST MOUNTAIN
FAYETTEVILLE, AR 72701-
(479)575 - 8289
Reference ID: N/A

Presented By:
RUSH TRK CTR OF AR
John E Rangel
807 S BLOOMINGTON ST.
LOWELL AR 72745 - 9667
(479)770-1200

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HX620 SBA (HX620)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 72000. Calc. GVWR: 79220. Calc. GCWR: 140000 Calc. Start / Grade Ability: 34.62% / 2.59% @ 55 MPH Calc. Geared Speed: 67.7 MPH
DIMENSION:	Wheelbase: 211.00, CA: 142.00, Axle to Frame: 73.00
ENGINE, DIESEL:	{Cummins X15 470V} Productivity Series, EPA 2024, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-164P} Single Reduction, Wide Track, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L XZU-S2 (MICHELIN), 488 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G M726ELA (BRIDGESTONE), 492 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100LZ Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
ESC Navistar Engine Chassis and Tow/Allison Warranty		24233.47
		Total Warranty : \$24,233.47

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HX62000	Base Chassis, Model HX620 SBA with 211.00 Wheelbase, 142.00 CA, and 73.00 Axle to Frame.	9356/6680	16036

AXLE CONFIGURATION

1AND	AXLE CONFIGURATION 6x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		

ENGINE

12EWY	ENGINE, DIESEL (Cummins X15 470V) Productivity Series, EPA 2024, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)	595/38	633
12VJZ	EMISSION, CALENDAR YEAR (Cummins X15) EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler	0/0	0
	<u>Includes</u> : RADIATOR HOSES Premium, Rubber		
12THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VCA	AIR CLEANER Single Element, with Pre-Cleaner, Engine Mounted	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12WCT	BLOCK HEATER, ENGINE (Phillips) 120V/1500W, with "Y" Cord for Fuel Heater	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
12WGA	HOSE CLAMPS, RADIATOR HOSES , Mechanical Type; with Constant-Tension Functionality	0/0	0
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System	0/0	0

TRANSMISSION

13BEK	TRANSMISSION, AUTOMATIC (Allison 4500 RDS) 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	294/77	371
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WCU	OIL COOLER, TRANSMISSION (Modine) Remote Mounted; Not for use with Retarder, for Automatic Transmission	42/-6	36
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)	-115/-19	-134
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REAR AXLES, SUSPENSIONS

14HRH	AXLE, REAR, TANDEM (Meritor RT-46-164P) Single Reduction, Wide Track, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 5.38	0/655	655
14UMX	SUSPENSION, REAR, TANDEM (Hendrickson HMX EX 460) Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/9	9
14WNH	AXLE, PUSHER, LIFT TYPE (Watson & Chaffin SL1190SSR Tru-Trk Alumilite) 13,500-lb Capacity, One Self-Steer Axle	314/505	819
14UAC	AXLE SPACING, FIRST PUSHER 54" Ahead of Drive Axle	0/0	0
14RBC	AXLE, LIFT, CONTROLS for One Lift Axle; All Controls Inside Cab; Includes Pressure Gauge, Pressure Regulator Switch, Lift/Lower Switch, Inside Cab on Dash	0/0	0
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations	0/0	0
14WZY	AXLE SHAFT MODIFICATION Axle Shaft Flanges Modified for 0.625" Diameter Drive Studs with Solid Type Cone-Locks	0/0	0
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash	1/0	1

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
14WCP	TORQUE RODS {Hendrickson} TRAAX Rods, Longitudinal Only	0/-6	-6
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only	0/-8	-8
FRONT AXLES			
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity	126/0	126
FRONT SUSPENSIONS			
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	-26/0	-26
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab	0/0	0
	<u>Includes</u> : CAB REAR SUSPENSION Air : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Includes Two Cup Holders and One Additional Storage Area : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console : FLOOR COVERING Rubber, Black : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side : READING LIGHT, CAB Located in Overhead Console : STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab	6/1	7
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
	<u>Includes</u> : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps		
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature	0/0	0
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open	0/0	0
16VVB	CAB INTERIOR TRIM Diamond Elite, for Day Cab	0/0	0
	<u>Includes</u> : DOOR TRIM, INTERIOR Bright Handle : INSTRUMENT PANEL TRIM Black with Woodgrain Accent, Black Gauges with Chrome Bezels : SUN VISOR (4) Padded Vinyl, 2 Moveable (Front-to-Side) Primary Visors and 2 Flip-down Auxiliary Visors; Vanity Mirrors and Toll Ticket Straps Driver and Passenger Sides		
16XYW	CAB SOUND INSULATION Day Cab Interior Noise Reduction Package	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low-Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	0/0	0
16HGN	GAUGE, AIR APPLICATION	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HGG	GAUGE, OIL TEMP, ENGINE	1/0	1
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster	0/0	0
16HLX	GAUGE, VOLTMETER Auxiliary Gauge, Located in Center Panel, Standard Cluster Also Includes Digital Voltage Readout	0/0	0
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	6/0	6
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16STP	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6" x 14" Flat Glass, Includes 6" x 6" Convex Mirrors, for 102" Load Width	0/0	0
16SPA	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Black, 7.5" x 7"	11/-1	10
16XBZ	MODESTY PANEL Painted Body Color, with Amber Lens LED Lights, for Day Cab	0/0	0
16VVA	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 6x2, 6x4 and 6x6 Axle Configurations, Does Not Include Lift Axles or Spare Wheels	0/0	0
16LWU	SEAT, DRIVER {ISRI} Series 500, Air Suspension, High Back, Synthetic Leather, Adjustable Bolsters, Double Chamber Lumbar, Heat, Ventilation, Inboard Armrest, Adjustable Shocks, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt, Memory Quickdown	0/0	0
16SRX	SEAT, PASSENGER {ISRI} Series 500, Air Suspension, High Back, Synthetic Leather, Adjustable Bolsters, Double Chamber Lumbar, Heat, Ventilation, Inboard Armrest, Adjustable Shocks, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt, Memory Quickdown	66/21	87

Vehicle Specifications
2026 HX620 SBA (HX620)

December 02, 2024

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16UZJ	STORAGE, REAR WALL Storage Pocket, Located on Back Wall Between Driver and Passenger Seats	3/0	3
16WCE	SUNSHADE, EXTERIOR Bright Stainless Steel, 13" Drop Sun Visor, with Amber Lights	30/4	34
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0

FRAMES

1CBU	FRAME RAILS Heat-Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	-42/24	-18
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat-Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	301/607	908
1LRB	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty, for HX	0/0	0
1AMR	CROSSMEMBER, FRAME TIE for Standard Duty	39/3	42
1652	CROSSMEMBER, REAR Relocated to End of Frame	-7/72	65
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity	91/-17	74
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	1/0	1
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)	105/-105	0

BRAKES

4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release; 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6	0/0	0
4AZJ	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XCR	BRAKES, FRONT (Meritor EX+H) Air Disc Type, Size 22.5", 23,000-lb Capacity	40/0	40
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes	1/0	1
4WJH	DUST SHIELDS, FRONT BRAKE Pad, with Air Disc Brakes	2/0	2
4XCP	BRAKES, REAR (Meritor EX+L) Air Disc Type, Size 22.5", 23,000-lb Capacity per Axle	0/-22	-22
4XEB	BRAKE CHAMBERS, REAR AXLE 20/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes	0/4	4
4WJN	DUST SHIELDS, REAR BRAKE Pad and Rotor, with Air Disc Brakes	0/14	14
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/30	30

Vehicle Specifications
2026 HX620 SBA (HX620)

December 02, 2024

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
4JBR	BRAKES, PUSHER AXLE Air S-Cam Type, 15" x 4.0", Includes MGM 20 Sq.In. Brake Chambers, Furnished with One Pusher Lift Axle	0/0	0
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	0/0	0
4EDM	AIR DRYER (Bendix AD-HF) with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	0/0	0
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail	0/0	0
4WXR	DRAIN VALVE (2) (Berg) with Pull Chains, for Air Tanks	0/0	0
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2

STEERING

5PTB	STEERING GEAR (2) (Sheppard M100/M80) Dual Power	108/-12	96
5710	STEERING COLUMN Tilting and Telescoping	0/0	0
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black	0/0	0

DRIVELINES

6DGX	DRIVELINE SYSTEM (Dana Spicer) Service Free SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	2/5	7
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EXHAUST SYSTEMS

7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	0/0	0
7BEU	AFTERTREATMENT COVER Aluminum	0/0	0
7SAP	ENGINE COMPRESSION BRAKE (Cummins) Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine	0/0	0
7WDM	EXHAUST HEIGHT 10'	0/0	0
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	20/11	31
7WDT	TAIL PIPE (1) Straight Type	0/0	0

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
<u>Includes</u> : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted			

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8GXJ	ALTERNATOR {Leece-Neville AV160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8WDG	BACK-UP ALARM {Preco 1059} Electronic, Solid State, Dual Function, 112 dBA	0/1	1
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
8RLZ	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Cab Power, Does Not Disconnect Charging Circuits, Locks with Padlock, Battery Box Mounted	2/0	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	0/0	0
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	3/0	3
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XJH	FOG LIGHTS (2) Clear Lens, LED, Rectangular, with White Light Source	3/0	3
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8653	HORN, AIR Single, Located Under Cab	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WBW	JUMP START STUD 12V, Remote Mounted	2/0	2
8XPL	POWER SOURCE, ADDITIONAL Two Auxiliary Power Outlets (APO) with Two USB-A Ports and Two USB-C Ports, Located in the Instrument Panel	0/0	0
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	9/1	10
8RBZ	SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door	0/0	0
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	0/0	0
8WVG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8TKJ	STOP, TURN, TAIL & B/U LIGHTS (Truck Lite) Super 44, with LED Lights for Stop, Turn, Tail and Backup Lights, with Power Module, "International" Termination and Less Junction Box. Includes License Plate Light	-1/9	8
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches in Instrument Panel	0/0	0
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel	0/0	0
8TME	TRAILER CONNECTION SOCKET (Phillips) 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps	0/0	0
8WEZ	TURN SIGNAL SWITCH Self-Canceling	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0

FRONT END

9ASE	FRONT END Tilting, Composite	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9585	FENDER EXTENSIONS Rubber	18/0	18
9HCN	GRILLE Chrome Vertical Accent Bars, with Black Mesh	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0

SPEEDOMETER, TOOLS, MISC

10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250	0/0	0
10NWE	OVER WIDTH IDENTITY Customer Approval, This Combination will Result in Vehicle Width Over 102"	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10WCY	SAFETY TRIANGLES	5/1	6
10NZL	SPECIAL RATING, GVWR Limited to 80,000-lb GVWR	0/0	0

FUEL TANKS

15SWD	FUEL TANK Top Draw, Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	-4/9	5
15WEZ	DEF TANK 18 US Gal (68L) Capacity, Frame Mounted Outside Left Rail, Under Cab	-5/0	-5
15LNA	FUEL HEATER PLUMBING (Cummins) Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled	0/0	0
15LRV	FUEL/WATER SEPARATOR (Dayco 386) 120 VAC Plug-In Electric Pre-Heater, 12 VDC Electric Heater, with ESOC Fittings, Includes Water-In-Fuel Sensor	3/0	3

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
WHEELS, TIRES - FRONT			
27DUR	WHEELS, FRONT (Accuride 41730) DISC; 22.5x9.00 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-18/0	-18
7682543212	(2) TIRE, FRONT 315/80R22.5 Load Range L XZU-S2 (MICHELIN), 488 rev/mile, 65 MPH, All-Position	64/0	64
WHEELS, TIRES - REAR			
28DWR	WHEELS, REAR (Accuride 43644) DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-232	-232
7372139003	(8) TIRE, REAR 11R22.5 Load Range G M726ELA (BRIDGESTONE), 492 rev/mile, 75 MPH, Drive	0/32	32
WHEELS MISC OPTIONS			
29ACD	TIRE VALVE CAP Flo-Thru Design	0/0	0
WHEELS, TIRES - LIFT AXLE			
34ADH	WHEELS, LIFT AXLE PUSHER (Accuride 43644) Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>	78/208	286
7482133287	(2) TIRE, PUSHER 11R22.5 Load Range H X WORKS Z (MICHELIN), 495 rev/mile, 65 MPH, All-Position	0/0	0
BODY INTEGRATION			
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	0/0	0
Services Section:			
WARRANTY			
40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B	0/0	0
	Total Component Weight:	11550/8593 (lbs)	20143 (lbs)
1	Hilbilt 16' Dump Body Installed	0/0	0
	Total Body Allied:	0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)	
<u>Description</u>	<u>Price</u>
Net Sales Price:	\$248,178.94

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:**Accepted by Purchaser:**_____
Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **CHEVROLET OF FAYETTEVILLE**

RECOMMENDATION:

COUNCIL TO APPROVE THE PURCHASE OF (3) CHEVROLET TAHOE SPECIAL SERVICE VEHICLES FROM CHEVROLET OF FAYETTEVILLE FOR \$167,994 ALONG WITH ANY ADDITIONAL FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES ACCORDING TO ORDINANCE 6491.

BACKGROUND:

Units 1451 (POLC_F084), 1452 (POLC_F085) and 1453 (POLC_F086) will all be Chevrolet Tahoe's purchased for the Police Department.

DISCUSSION:

These (3) expansion vehicles for the Police Department will all be marked patrol units. (2) of these will be dedicated to meet the demands of expanded school resource officer FTE's approved within the FY25 budget. The third unit will be dedicated to the Police vehicle take home program along with the additional FTE approved within the FY25 budget.

BUDGET/STAFF IMPACT:

All units came in under budget and will require additional upfit once they are delivered.

These units were unanimously approved at the December 10th Equipment Committee.

ATTACHMENTS: SRF (#3) , Vehicle Purchase Ordinance (#4), Quote Request (#5), Quote Fayetteville Autopark - \$55,998 (#6), Quote Superior (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1068

CHEVROLET OF FAYETTEVILLE

A RESOLUTION TO APPROVE THE PURCHASE OF THREE CHEVROLET TAHOE SPECIAL SERVICE VEHICLES FROM CHEVROLET OF FAYETTEVILLE, PURSUANT TO ORDINANCE 6491, IN THE TOTAL AMOUNT OF \$167,994.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE

WHEREAS, two Chevrolet Tahoes will be dedicated to meet the demands of expanded school resource officer FTEs approved within the 2025 budget and the third will be dedicated to the Police vehicle take home program along with the additional FTE approved within the 2025 budget; and

WHEREAS, these units were unanimously recommended for approval at the December 10th Equipment Committee Meeting.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of three Chevrolet Tahoe special service vehicles from Chevrolet of Fayetteville, pursuant to Ordinance 6491, in the total amount of \$167,994.00, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

City of Fayetteville Staff Review Form

2024-1068

Item ID

1/7/2025

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

Chelsey Voden

12/13/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL TO APPROVE THE PURCHASE OF (3) CHEVROLET TAHOE SPECIAL SERVICE VEHICLES FROM CHEVROLET OF FAYETTEVILLE FOR \$167,994 ALONG WITH ANY ADDITIONAL FREIGHT CHARGES, SURCHARGES OR DELIVERY FEES ACCORDING TO ORDINANCE 6491. UNITS 1451 (POLC_F084), 1452 (POLC_F085) AND 1453 (POLC_F086).

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02081.2025

Police and Passenger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 405,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 405,500.00

Does item have a direct cost? Yes

Item Cost

\$ 167,994.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 237,506.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

McGaugh, Les

From: Bolinger, Chuck <CBolinger@penskeautomotive.com>
Sent: Friday, May 20, 2022 9:07 AM
To: McGaugh, Les
Subject: FW: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

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

Well not good news

Thanks

Chuck Bolinger

From: Robert E. Wheeler <robert.e.wheeler@gm.com>
Sent: Friday, May 20, 2022 8:29 AM
Subject: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

WARNING: This is from an **EXTERNAL** source. Please exercise caution opening attachments or clicking links and forward suspicious emails with the PhishAlarm button or emailing itssecurity@penskeautomotive.com

Immediate 2023MY Order Cutoff for all fleet order types for the following select vehicle lines and all models:

- Cadillac CT5
- Cadillac Escalade ESC
- Cadillac Escalade ESV
- Buick Enclave
- Chevrolet Tahoe
- Chevrolet PPV
- Chevrolet Suburban

Orders placed today, May 20, 2022 are at risk of cancellation.

Please contact your Customer Support Representative or 800-FLEET-OP if you have questions or concerns.

Don Kaiser
Manager- Customer Support Team

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is

included in this message.

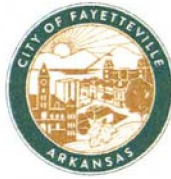
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113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0718

Agenda Date: 10/5/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

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WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

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Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PPV FY25 Quotes

JR Jackson, Ross
To Jackson, Ross
Bcc Jackson, Ross; Voden, Chelsey; Jeffery Lee; mnaples@penskeautomotive.com; teverhart@mclartydaniel.com

Reply Reply All Forward

Tue 11/19/2024 3:45 PM

Good afternoon,

The City of Fayetteville Fleet Operations Division is looking to get quotes on the below listed items. Please provide a quote by Wednesday 11/27/24 by 12:00pm. If the quotes are not received by this date and time, they will be considered "NON-RESPONSIVE." All Quotes shall have the GM FLEET INCENTIVE code 802983 on the quote and corresponding discount applied. These items will be brought to City Council in January, pending City Council approval of the FY25 budget. So pricing quoted shall be honored in the first quarter of 2025.

As of now we will be looking at (3) Expansion Chevy Tahoe PPV's with the possibility of more replacements as they meet the criteria.

If for whatever reason you are unable to quote, or do not foresee inventory deliverable in FY25 please respond in kind.

SPECS DESIRED ACCORDING TO THE CHEVY TAHOE 4x4 SPECIAL SERVICE PACKET

- Tire size 275/55R20 with black steel wheels
- NO to the PQA package
- NO Onstar
- NO Keyless access
- Black in color
- 4x4
- Yes AZ3 front center delete
- Fleet common key
- No additional factory police lighting at all. NO 7X2, T53, or 6JG
- No side pillar spot lights (we install the Whelen Arges in house)
- Yes to DRZ
- Full vinyl floors
- Complete rear seats with no delete
- Additional key fobs
- Yes to V76 recovery hooks
- Yes to rear camera mirror
- Yes VQK
- Yes 6E2
- NO 6C7
- NO 6N5
- NO radio sup[p]ression ground straps
- NO 6N6
- NO UN9
- Yes 6J3
- Yes WX7
- Yes 6J4

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494

CHEVROLET OF FAYETTEVILLE



2025 PPV 4x4 Tahoe – GM CODE 802983

Good Afternoon,

Marc & I have built your Tahoe Bid Today. We have checked all the adds that you wanted as well as marked what you did not want.

The only option that you wanted that made you add a bunch of other adds were the splash guards.

As of now, all 2025 PPV and SSV Tahoe's come with a standard 2 keys and 4 fobs.

2025 PPV 4X4 Tahoe's have \$1000 Bid Assistance.

\$55,998 X 3 – for a total of \$167,994.00

Add \$250 for splash guards, plus \$100 for labor.

A handwritten signature in black ink, appearing to read "Chuck Bolinger".

Chuck Bolinger
Chevrolet of Fayetteville
Office: 479-695-7531
Mobile: 479-738-7793



Order Details - Stored Configuration <DXZFBW> ⓘ



Not Deletable
for 2025 ONSTAR is Standard Equipment

Customer Dealer

BAC Information

Charge-to BAC	184318
Charge-to BFC	1
Ship-to BAC	184318
Ship-to BFC	1
Contact Name	chuck bolinger
Contact Phone	4797387793

DAN

Stock No.

\$55,998 w/ Freight

Model/Order Information

Configuration Description	FAYETTEVILLE
Configuration Date	11/26/2024
Model Year	2025
Division	CHEVROLET
Distribution Entity	FLT Fleet
Order Type	FBC - Fleet Political Subdivision
Allocation Group	TAHOE
Model	CK10706 - Tahoe: 4WD
TPW	
Requested TPW	12/16/24
Current Event	0500
Current Event Description	Order Configuration Accepted
Estimated Delivery Date	
VIN	
Request ID	DXZFBV
Assigned	
MSRP w/DFC	W/A
MSRP	W/A
Invoice w/DFC	W/A
Invoice	W/A
GMS w/DFC	W/A
GMS	W/A
Supplier w/DFC	W/A
Supplier	W/A

Vehicle Specifications

PEG	1FL - Commercial / Fleet Preferred Equipment Group
Color	GBA - Black
Trim	H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim
Engine	L84 - Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
Transmission	MHU - Transmission, 10sp, 10L80 Gen 2
Emissions	FE9 - Federal Emissions
Ordered Options	

1FL - Commercial / Fleet Preferred Equipment Group

5L0 - (SEO) Calibration, taillamp flasher, Red/Red

5J3 - Calibration, Surveillance Mode Int. Lighting (SEO)

5J9 - Calibration, Taillamp Flasher, Red/White (SEO)

6E2 - (SEO) Fleet Common Keys System

6J3 - (SEO) Wiring - Grille Lamp and Speakers

6J4 - (SEO) Wiring - Horn/Siren Circuit

6J7 - (SEO) Flasher System, Headlamp and tailamp

9C1 - Police Package

A2X - Power Seat Adjuster (Driver's Side)

AMF - Remote Keyless Entry Package

AT6 - Seat, 2nd row 60/40 Bench, manual

ATD - Seat Delete: Third Row

ATH - Keyless Open & Keyless Start

AU7 - Key common, fleet

AZ3 - Seats: Front 40/20/40 Split-Bench, Full Feature

BCV - (SEO) Calibration, Rear Door Auto Lock Disable

BG9 - Floor Covering: Rubberized Vinyl, Black

BTV - Remote Engine Starting Pkg

BVE - Assist Steps, Black

C6G - GVW Rating 7600 Lbs

CJ2 - Climate Control, Electronic - Multi-zone

CWA - Rear Camera, Mirror Washer

DLF - Mirrors, O/S: Power, Heated

FE9 - Federal Emissions

GBA - Black

GU5 - Rear Axle: 3.23 Ratio

H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim

K34 - Cruise Control

KC4 - Cooler, Engine Oil

KGU - Universal Vehicle Module

KI4 - 120 Volt Electrical Receptacle, In Cab

KNP - Transmission Cooling System

KX4 - Alternator, 250 AMP

L84 - Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V
V T

MHU - Transmission, 10sp, 10L80 Gen 2

N37 - Steering Column, Manual Tilt & Telescoping

PXT - Wheels: 20" Steel

R6J - Ship Thru Code Acknowledgement

R6Q - Processing Option

R7M - Fleet Customer

RC1 - Skid Plate

RNQ - Wheel, 20" Full size spare, steel

TB4 - Liftgate, Rear, manual

TGD - HEADLAMP LEVEL MIDLEVEL

U2J - SiriusXM Satellite Radio, Delete

UD7 - Rear Parking Assist Sensors

UE1 - OnStar Communication System

UK3 - Radio Controls -Steering Wheel

UKK - Sensor, Pedestrian Detection

UQF - Speaker System: Standard Sound System

URF - DISPLAY INSTRUMENT DRIVER INFO, DISPLAY
ONLY, FAMILY C,URW - Audio System, Adv Color LCD display w/Google
Built-inUT7 - (SEO) Ground studs, aux, cargo area inside
liftgate

UTJ - Theft Protection System, Unauthorized Entry

UV2 - Surround Vision, HD

V03 - Cooling system, extra capacity

V53 - Luggage rack side rails - none

V76 - Recovery Hooks

VPV - Ship thru charge: Kerr Industr., Arlington, TX

VQ2 - Holdback N/A, Dealer Fleet Assistance

WUA - Fascia, Front, custom

WX7 - (SEO) Wiring provisions, Auxiliary speaker

XCS - Tires, 20in P275/55R20, All-Season, Blackwall

YK6 - SEO Processing Option

Z56 - CHASSIS PACKAGE POLICE CONVERSION

Customer Information

Customer Type	Business
Business Name	CITY OF FAYETTEVILLE
Email	
Daytime Phone	4794443494
Address	123
City	fayetteville
Zip/Postal Code	72701
Province, State, or Territory	AR
Country	US

Fleet Information

Primary FAN	802983
-------------	--------



[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2) (Complete)

Quote Worksheet

		MSRP
Base Price		\$55,500.00
Dest Charge		\$1,995.00
Total Options		\$207.00
Subtotal		\$57,702.00
2025 GM GOV Assistance GM GOV FAN - 802983		(\$1,000.00)
Subtotal Pre-Tax Adjustments		(\$1,000.00)
Less Customer Discount		\$0.00
Subtotal Discount		\$0.00
Trade-In		\$0.00
Subtotal Trade-In		\$0.00
Taxable Price		\$56,702.00
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$56,702.00

 11/25/2024

Dealer Signature / Date

Customer Signature / Date



[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2) (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr CommercialMSRP:\$55,500.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10706	[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$55,500.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
5T5	Seats, front cloth and second row vinyl	\$0.00
5Y1	Front center seat (20% seat) delete	\$0.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$55.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
9C1	Identifier for Police Package Vehicle	\$0.00
AMF	Remote Keyless Entry Package	Inc.
ATD	Seat delete, third row	Inc.
AX2	Key, unique	Inc.
AYH	Airbags, Frontal airbags for driver and front outboard passenger;	Inc.
AZ3	Seats, front 40/20/40 split-bench	Inc.
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	Inc.
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.

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Data Version: 23892. Data Updated: Nov 7, 2024 6:45:00 PM PST.



Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2) (✔ Complete)

FE9	Emissions, Federal requirements		\$0.00
GBA	Black		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
K34	Cruise control, electronic with set and resume speed	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UD7	Rear Parking Assist	Inc.	
URW	Audio system, 17.7" diagonal advanced color LCD display		\$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black	Inc.	
VK3	License plate front mounting package		\$0.00
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
WX7	Wiring, auxiliary speaker.		\$60.00
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	
—	Capless Fuel Fill	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Instrumentation, analog	Inc.	

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Data Version: 23892. Data Updated: Nov 7, 2024 6:45:00 PM PST.



[Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (2)

(Complete)

—	Theft-deterrent system, vehicle, PASS-Key III	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.
—	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.
—	Seat belts, 3-point, all seating positions	Inc.
—	Active Hill Hold Assist	Inc.
—	Protected idle	Inc.
SUBTOTAL		\$55,707.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$57,702.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **WT TRANSFER HOLDINGS LLC**

RECOMMENDATION:

COUNCIL TO APPROVE THE PURCHASE OF (1) BOBCAT E60 MINI-EXCAVATOR, (5) HUSTLER MOWERS AND (1) BOBCAT FLAIL ATTACHMENT FOR \$169,900.42 FROM WT TRANSFER HOLDINGS LLC OF SPRINGDALE ARKANSAS THROUGH SOURCEWELL COOPERATIVE PURCHASING CONTRACTS (031121-HTE / 020223-CEC).

BACKGROUND:

Expansion unit 849 (WSEW_F121) will be a 2025 Bobcat E60 R2 Series with attachments as approved with the FY25 budget.

Expansion unit 9362 (PRKS_F087) will be a Bobcat flail attachment to be used with existing equipment.

5090 (PRKS_F011) is a 2019 Hustler Super Z mower with 13.6 points

5102 (PRKS_F066) is a 2020 Hustler Super Z mower with 15 points

5107 (PRKS_F016) is a 2021 Hustler Super Z mower with 15 points

5108 (PRKS_F017) is a 2021 Hustler Super Z mower with 15 points

5110 (PRKS_F014) is a 2021 Hustler Super Z mower with 15 points

DISCUSSION:

Expansion unit 849 will be used in the new Water Sewer construction crew for water PE line replacement.

Expansion unit 9362 will be a bobcat flail attachment to prune limbs and overgrowth away from the trail. Parks currently do not have a piece of machinery that they can utilize for this and they have to perform the work by hand, which is very time-consuming and taxing on personnel. All (5) mowers will be replaced with like mowers for the Parks Maintenance division.

BUDGET/STAFF IMPACT:

All the attached units have been fully budgeted for by Fleet Operations.

These assets were unanimously approved at the December 10th Equipment Committee.

ATTACHMENTS: SRF WT Equipment (#3), WSEW F121 / City of Fayetteville E60 / Sourcewell 2024 (#4), Quote Extension for WSEW F121 (#5), PRKS F087 9362 / EXP PRKS F087 / Sourcewell 40 Flail Mower / Sourcewell (#6), City of Fayetteville Super Z 2024 - 1 (#7), City of Fayetteville Super Z 2024 - 2 (#8), City of Fayetteville Super Z 2024 - 3 (#9), City of Fayetteville Super Z 2024 - 4 (#10), City of Fayetteville Super Z 2024 - 5 (#11)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1070

WT TRANSFER HOLDINGS LLC

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE MINI-EXCAVATOR, FIVE MOWERS, AND ONE ATTACHMENT FROM WT TRANSFER HOLDINGS, LLC. OF SPRINGDALE IN THE TOTAL AMOUNT OF \$169,900.42, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, expansion unit 849 with attachments were approved purchases in the 2025 budget, unit 9362 is an attachment to be used with existing equipment, and units 5090, 5102, 5107, 5108, and 5110 have all reached replacement; and

WHEREAS, these assets were unanimously recommended for approval at the December 10th Equipment Committee Meeting.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one mini-excavator, five mowers, and one attachment from WT Transfer Holdings LLC. Of Springdale in the total amount of \$169,900.42, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1070

Item ID

1/7/2025

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

Chelsey Voden

12/13/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL TO APPROVE THE PURCHASE OF (1) BOBCAT E60 MINI-EXCAVATOR, (5) HUSTLER MOWERS AND (1) BOBCAT FLAIL ATTACHMENT FOR \$169,900.42 FROM WT TRANSFER HOLDINGS LLC OF SPRINGDALE ARKANSAS THROUGH SOURCEWELL COOPERATIVE PURCHASING CONTRACTS (031121-HTE / 020223-CEC). UNITS 849 (WSEW_F121), 9362 (PRKS_F087), 5090 (PRKS_F011), 5102 (PRKS_F066), 5107 (PRKS_F016), 5108 (PRKS_F017) AND 5110 (PRKS_F014).

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02083.2023, 02083.2024, 02083.2025 and
02077.2025

Tractor and Mowers, Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,418,100.00

Expenses (Actual+Encum)

\$ 84,966.00

Available Budget

\$ 2,333,134.00

Does item have a direct cost? Yes

Item Cost

\$ 169,900.42

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,163,233.58

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Quotation Number: **TB707825**
Quote Sent Date: **Aug 26, 2024**
Expiration Date: **Sep 25, 2024**
Prepared By: **Tim Bailey**
Phone:
Email: tbailey@williamstractor.com

Customer
CITY OF FAYETTEVILLE G9674 -
FAYETTEVILLE - AR
FLEET OPERATIONS
FAYETTEVILLE, AR, 72701

Contact

Dealer
WT Equipment, Fayetteville, AR
4190 SOUTH 48TH STREET
SPRINGDALE, AR, 72762

Item Name	Item Number	Quantity	Price Each	Total
E60 R2-Series Bobcat Compact Excavator	M3321	1	60,982.73	60,982.73
Standard Equipment: 55.7 HP Turbocharged, Bobcat 2.4L, Tier 4 Diesel Engine, Non-DPF Auto-Idle Auto-Shift, Two-Speed Travel Auxiliary Hydraulics with Selectable Flow w/ Arm Mounted Flush Face Quick Couplers Canopy: Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD) Conventional Tail Swing Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control		Horn Hydraulic Joystick Controls Keyless Start LED Work Lights Lift Eye Long Arm Rubber Tracks Spark Arrestor Deluxe Instrument Panel Vandalism Protection X-Change Attachment Mounting System Telematics with 2-year Machine IQ Basics Subscription +90-Day Machine IQ Health & Security Trial Warranty: 2 years, or 2000 hours whichever occurs first		
Hydraulic Angle Blade	M3321-R12-C02	1	2,464.93	2,464.93
Extendable Arm with Add-On Counterweight	M3321-R03-C10	1	6,432.67	6,432.67
Second Auxiliary Hydraulics - Ext Arm	M3321-R07-C03	1	1,159.10	1,159.10
Cab Deluxe Package <i>Included: Cab Deluxe Package:, Enclosed Cab with Auto HVAC, Telematics with 3-year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm</i>	M3321-P11-C12	1	8,970.63	8,970.63
Hydraulic Clamp - Ext Arm - Class IV	M3321-R08-C33	1	2,115.19	2,115.19
36" MX4 XCHG GRADING	7333657	1	1,238.83	1,238.83

18" MX4 XCHG TEETH	7322082	1	1,104.16	1,104.16
30" MX4 XCHG TEETH	7322088	1	1,436.48	1,436.48
HB980 Hydraulic Breaker with Nail Point	7113421	1	7,415.56	7,415.56
X-Change Mounting Cap - HB880/HB980/NB150/NB160 and PCF64 plate compactor	7113657	1	533.32	533.32
Hose Kit - HB980/HB1180 & NB160 (Long Arm)	6728967	1	219.09	219.09
Total for E60 R2-Series Bobcat Compact Excavator				94,072.69
Quote Total - USD				94,072.69
Dealer P.D.I.				300.00
Freight Charges				2,000.00
Destination Charges				657.00
Sales total before Taxes				97,029.69
Taxes				0.00
Quote Total - USD				97,029.69

Notes:
 Sorucewell Contract #020223-CEC

Customer acceptance:

Quotation Number:: TB707825

Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐

Beilfuss, Amanda

From: Bailey, Tim <tbailey@wtequip.com>
Sent: Tuesday, December 17, 2024 1:42 PM
To: Beilfuss, Amanda
Cc: Jackson, Ross
Subject: RE: City of Fayetteville Quote

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.

Amanda,
I was able to get Bobcat to extend the quote for another 30 days from today. So this quote is good now until 1/17/2025.
Thanks,

Tim Bailey
WT Equipment
4190 S. 48th St.
Springdale, AR 72762
479-442-8284 office
479-841-2401 cell
tbailey@wtequip.com

From: Beilfuss, Amanda <abeilfuss@fayetteville-ar.gov>
Sent: Tuesday, December 17, 2024 11:22 AM
To: Bailey, Tim <tbailey@wtequip.com>
Subject: City of Fayetteville Quote

Warning: Unusual sender <abeilfuss@fayetteville-ar.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good morning Tim,

I'm working on approving some items for Ross in Fleet and I just wanted to verify the status of a quote. Quote #TB707825 for a Bobcat Excavator expired 9/25/24. Can you verify if this quote is still valid as priced?

Thank you!

Amanda Beilfuss
Procurement Director
113 W. Mountain St.
City of Fayetteville, Arkansas 72701
abeilfuss@fayetteville-ar.gov
T 479.575.8220 | F 479.575.8257
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



The City of Fayetteville's Procurement Portal is Available!
Receive the latest updates or register by [clicking here.](#)



Quotation Number: **TB897337**
Quote Sent Date: **Dec 06, 2024**
Expiration Date: **Jan 05, 2025**
Prepared By: **Tim Bailey**
Phone:
Email: tbailey@williamstractor.com

Customer
CITY OF FAYETTEVILLE G9674
FLEET OPERATIONS
FAYETTEVILLE, AR, 72701

Contact

Dealer
WT Equipment, Fayetteville, AR
4190 SOUTH 48TH STREET
SPRINGDALE, AR, 72762

Item Name	Item Number	Quantity	Price Each	Total
40" Flail Mower	7225485	1	8,542.40	8,542.40
Case Drain (E42)	7246494	1	184.83	184.83
Total for 40" Flail Mower				8,727.23
Quote Total - USD				8,727.23
Dealer P.D.I.				100.00
Destination Charges				221.00
Dealer Assembly Charges				232.50
Sales total before Taxes				9,280.73
Taxes				0.00
Quote Total - USD				9,280.73

Notes:

Sourcewell Contract #020223 CEC

Customer acceptance:

Quotation Number:: **TB897337**

Purchase Order:_____

Authorized Signature:

Print:_____ Sign:_____

Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐



WT EQUIPMENT
4190 S. 48TH ST
SPRINGDALE, AR

479-442-8284
www.wtequip.com



October 16, 2024

City of Fayetteville

Attn: Ross Jackson

Please accept the following Hustler Turf quote using the Sourcewell contract #031121-HTE

1. Hustler Super Z 60" Side Discharge Mower (942839)
 - FX1000 Kawasaki Gas engine
 - Advanced Chute System installed
 - Flex Forks Installed
- \$12,718.00

*Please add any applicable sales tax

Thank you for considering Hustler Turf and WT Equipment
Tim Bailey
479-841-2401



WT EQUIPMENT
4190 S. 48TH ST
SPRINGDALE, AR

479-442-8284
www.wtequip.com



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City of Fayetteville

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 - Flex Forks Installed
- \$12,718.00

*Please add any applicable sales tax

Thank you for considering Hustler Turf and WT Equipment
Tim Bailey
479-841-2401



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **JA RIGGS TRACTOR CO**

RECOMMENDATION:

RECOMMEND APPROVAL AND PURCHASE OF (1) EXCAVATOR, (1) WHEEL LOADER, (3) BACKHOES AND VARIOUS ATTACHMENTS FROM JA RIGGS CO OF SPRINGDALE ARKANSAS FOR \$760,922.97 THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (020223-CAT).

BACKGROUND:

Expansion unit 851 (TRAN_F139) will be a Caterpillar model 308 compact Excavator as approved in the FY25 budget.

6011 (TRAN_F024) is a 2015 John Deere 524K Wheel Loader and has reached replacement with 12.1 points

6014 (PRKS_F020) is a 2015 CAT 420 backhoe and has reached replacement with 12.6 points

6015 (TRAN_F027) is a 2015 CAT 420 backhoe and has reached replacement with 13.4 points

6020 (TRAN_F025) is a 2016 CAT 420 backhoe and has reached replacement with 13.6 points

DISCUSSION:

For the purpose of fleet standardization, inventory minimization and equipment familiarization for both operators and Fleet maintenance, we are replacing all these assets with Caterpillar products. Fleet Operations has additionally made an investment in Caterpillar diagnostic software and training. These replacement assets will be for the Transportation and Parks Maintenance divisions. The expansion excavator will be for the Transportation Sidewalk Construction crew, which was approved in the FY25 budget.

BUDGET/STAFF IMPACT:

The expansion excavator came in under budget. The replacement units we expect to fully collect on upon surplus of the old units.

These items were unanimously approved at the December 10th Equipment Committee.

ATTACHMENTS: SRF (#3) , PRKS F020 QT 420 / Replacing 6014 / QN175390R1S1 (#4), TRAN F024 QT 926 / Replacing 6011 / QN175414R1S1 (#5), TRAN F027 QT 420 / Replacing 6015 / QN175399R1S1 (#6), TRAN F025 QT 420 / Replacing 6020 / QN175397R1S1 (#7), TRAN F139 / City of Fayetteville 308 / Rev 3 (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1069

JA RIGGS TRACTOR CO

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE EXCAVATOR, ONE WHEEL LOADER, THREE BACKHOES AND VARIOUS ATTACHMENTS FROM JA RIGGS CO. OF SPRINGDALE IN THE TOTAL AMOUNT OF \$760,922.97, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, expansion unit 851 is a Caterpillar model 308 compact Excavator as approved in the 2025 budget and units 6011, 6014, 6015, 6020 have all reached replacement; and

WHEREAS, these units were unanimously recommended for approval at the December 10th Equipment Committee Meeting.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one excavator, one wheel loader, three backhoes and various attachments from JA Riggs Co. of Springdale in the total amount of \$760,922.97, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-1069

Item ID

1/7/2025

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

Chelsey Voden

12/16/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND APPROVAL AND PURCHASE OF (1) EXCAVATOR, (1) WHEEL LOADER, (3) BACKHOES AND VARIOUS ATTACHMENTS FROM JA RIGGS CO OF SPRINGDALE ARKANSAS FOR \$760,922.97 THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (020223-CAT). UNITS TO BE REPLACED- EXPANSION 854 (TRAN_F139), REPLACEMENTS 6011 (TRAN_F024), 6014 (PRKS_F020), 6015 (TRAN_F027) AND 6020 (TRAN_F025)

Budget Impact:

9700.770.1920-5802

SHOP

Account Number

Fund

02077.2025

Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,697,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,697,500.00

Does item have a direct cost? Yes

Item Cost

\$ 760,922.97

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 936,577.03

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Nov 22, 2024
CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, AR 72701-7258
SOURCEWELL CODE: 020223-CAT

Dear Ross Jackson,
We are pleased to quote the following for your purchase consideration. One New Caterpillar Model: 420 4AEM Backhoe Loaders to Replace Parks Asset #6014 with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: H8T5786	SERIAL NUMBER: 0H8T05786	YEAR: 2024	SMU: 3
SELL PRICE			\$132,600.85
EXT WARRANTY			Included
CSA			Included
NET BALANCE DUE			\$132,600.85
NO TAX BALANCE			\$132,600.85

ADDITIONAL CONSIDERATIONS

- Quoted pricing and finance terms are based on current available market pricing and are subject to change.
- Machine pricing is not guaranteed until Purchase Order is signed and accepted. Purchase Order will be available within 120 days of the scheduled machine ship date from manufacturer.
- Financing terms, including interest rates, residuals, and other associated items will not be guaranteed until finance documents are generated at time of machine delivery to customer.
- By signing this quote, Riggs will initiate the machine ordering process for the equipment quoted.

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Full Machine
Extended Warranty:	420-60 MO/4000 HR PREMIER
CSA	RIGGS ADVANTAGE - 24 MO / 1000 HR FILTER KIT

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. If there are any questions, please do not hesitate to contact me.

Sincerely,
Tanner Blumhorst
Machine Sales Representative Riggs CAT
blumhorstt@jariggs.com
+1 (501) 607-0246

Accepted by _____ on _____

Signature

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2

TIRES, 12.5 80/19.5L-24, GY

RUST PREVENTATIVE APPLICATOR

CUTTING EDGE, TWO PIECE

BELT, SEAT, 2" SUSPENSION

BUCKET-MP, 1.3 YD3, PO

LOADER BUCKET PINS

STABILIZER PADS, FLIP-OVER

ENGINE, 74.5KW, C3.6 DITA, T4F

TRIM PACKAGE 3

PRODUCT LINK, CELLULAR, PLE643

420 LANE 2 ZCON

BUCKET-HD, 24", 6.2 FT3 - BHL245691



Nov 22, 2024
 CITY OF FAYETTEVILLE
 1525 S HAPPY HOLLOW RD
 FAYETTEVILLE, AR 72701-7258
 SOURCEWELL CODE: 020223-CAT

Dear Ross Jackson,

We are pleased to quote the following for your purchase consideration. One New Caterpillar Model: 926 3F Wheel Loader to replace City of Fayetteville Transportation Asset #6011 with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: 2413926 **SERIAL NUMBER:** TBD **YEAR:** TBD **SMU:** 0

SELL PRICE	\$227,743.20
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	\$227,743.20
NO TAX BALANCE	\$227,743.20

ADDITIONAL CONSIDERATIONS

- Quoted pricing and finance terms are based on current available market pricing and are subject to change.
- Machine pricing is not guaranteed until Purchase Order is signed and accepted. Purchase Order will be available within 120 days of the scheduled machine ship date from manufacturer.
- Financing terms, including interest rates, residuals, and other associated items will not be guaranteed until finance documents are generated at time of machine delivery to customer.
- By signing this quote, Riggs will initiate the machine ordering process for the equipment quoted.

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Full Machine
Extended Warranty:	926-60 MO/4000 HR PREMIER
CSA	RIGGS ADVANTAGE - 24 MO / 1000 HR FILTER KIT

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. If there are any questions, please do not hesitate to contact me.

Sincerely,
 Tanner Blumhorst
 Machine Sales Representative Riggs CAT
 blumhorstt@jariggs.com
 +1 (501) 607-0246

Accepted by _____ on _____

 Signature

MACHINE SPECIFICATIONS

926 14A WHEEL LOADER
STANDARD LIFT, COUPLER READY
HYDRAULICS, 3V
STEERING WHEEL
JOYSTICK ,3V, WHEEL STR
DIFFERENTIAL, OPEN REAR
CAB, STANDARD
CONDITIONER, AIR, R134A
PUSH START, PASSCODE SECURITY
CAMERA, REAR VIEW
SEAT, DELUXE, TILT AND TELE
LIGHTS, AUX, HALOGEN
LIGHTS, ROADING, HALOGEN, RH
STANDARD RADIO (12V)
PRODUCT LINK, CELLULAR PLE643
TIRES, 20.5R25 MA MS301 * L3
CTWT, AGGREGATE, 1200LBS, 3PCS
LINES, AUX 3RD, STD LIFT
RIDE CONTROL
KIT, CAST QUICK COUPLER, FUSION
BUCKET-MP, 2.7 YD3, FUS
CARRIAGE, PAL C3/4, 62", FUS
FORK TINE, 2.25" X 6" X 60"



Nov 22, 2024
CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, AR 72701-7258
SOURCEWELL CODE: 020223-CAT

Dear Ross Jackson,
We are pleased to quote the following for your purchase consideration. One New Caterpillar Model: 420 4AEM Backhoe Loader
Replace City of Fayetteville Transportation Asset #6015 with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: H8T5799	SERIAL NUMBER: 0H8T05799	YEAR: 2024	SMU: 8
SELL PRICE			\$132,595.29
EXT WARRANTY			Included
CSA			Included
NET BALANCE DUE			\$132,595.29
NO TAX BALANCE			\$132,595.29

ADDITIONAL CONSIDERATIONS

- Quoted pricing and finance terms are based on current available market pricing and are subject to change.
- Machine pricing is not guaranteed until Purchase Order is signed and accepted. Purchase Order will be available within 120 days of the scheduled machine ship date from manufacturer.
- Financing terms, including interest rates, residuals, and other associated items will not be guaranteed until finance documents are generated at time of machine delivery to customer.
- By signing this quote, Riggs will initiate the machine ordering process for the equipment quoted.

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Full Machine
Extended Warranty:	420-60 MO/4000 HR PREMIER
CSA	RIGGS ADVANTAGE - 24 MO / 1000 HR FILTER KIT

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. If there are any questions, please do not hesitate to contact me.

Sincerely,
Tanner Blumhorst
Machine Sales Representative Riggs CAT
blumhorstt@jariggs.com
+1 (501) 607-0246

Accepted by _____ on _____

Signature

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2
TIRES, 12.5 80/19.5L-24, GY
RUST PREVENTATIVE APPLICATOR
CUTTING EDGE, TWO PIECE
BELT, SEAT, 2" SUSPENSION
BUCKET-MP, 1.3 YD3, PO
LOADER BUCKET PINS
STABILIZER PADS, FLIP-OVER
ENGINE, 74.5KW, C3.6 DITA, T4F
TRIM PACKAGE 3
PRODUCT LINK, CELLULAR, PLE643
420 LANE 2 ZCON
BUCKET-HD, 24", 6.2 FT3 - BHL246113



Nov 22, 2024
CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, AR 72701-7258
SOURCEWELL CODE: 020223-CAT

Dear Ross Jackson,
We are pleased to quote the following for your purchase consideration. One New Caterpillar Model: 420 4AEM Backhoe Loader to Replace City of Fayetteville Transportation Asset #6020 with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: H8T5800	SERIAL NUMBER: 0H8T05800	YEAR: 2024	SMU: 2
SELL PRICE	\$132,583.63		
EXT WARRANTY	Included		
CSA	Included		
NET BALANCE DUE	\$132,583.63		
NO TAX BALANCE	\$132,583.63		

ADDITIONAL CONSIDERATIONS

- Quoted pricing and finance terms are based on current available market pricing and are subject to change.
- Machine pricing is not guaranteed until Purchase Order is signed and accepted. Purchase Order will be available within 120 days of the scheduled machine ship date from manufacturer.
- Financing terms, including interest rates, residuals, and other associated items will not be guaranteed until finance documents are generated at time of machine delivery to customer.
- By signing this quote, Riggs will initiate the machine ordering process for the equipment quoted.

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Full Machine
Extended Warranty:	420-60 MO/4000 HR PREMIER
CSA	RIGGS ADVANTAGE - 24 MO / 1000 HR FILTER KIT

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. If there are any questions, please do not hesitate to contact me.

Sincerely,
Tanner Blumhorst
Machine Sales Representative Riggs CAT
blumhorstt@jariggs.com
+1 (501) 607-0246

Accepted by _____ on _____

Signature

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2
TIRES, 12.5 80/19.5L-24, GY
RUST PREVENTATIVE APPLICATOR
CUTTING EDGE, TWO PIECE
BELT, SEAT, 2" SUSPENSION
BUCKET-MP, 1.3 YD3, PO
LOADER BUCKET PINS
STABILIZER PADS, FLIP-OVER
ENGINE, 74.5KW, C3.6 DITA, T4F
TRIM PACKAGE 3
PRODUCT LINK, CELLULAR, PLE643
420 LANE 2 ZCON
BUCKET-HD, 24", 6.2 FT3 - BHL245753



Oct 22, 2024
CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, AR 72701-7258
SOURCEWELL CODE: 020223-CAT

Dear Ross Jackson,
We are pleased to quote the following for your purchase consideration.
One (1) New Caterpillar Model: 308 Compact Construction Equipment for Transportation FY25 Approved Expansion with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: GG811141	SERIAL NUMBER: 0GG811141	YEAR: 2024	SMU: 3
SELL PRICE			\$135,400.00
EXT WARRANTY			Included
CSA			Included
NET BALANCE DUE			\$135,400.00

ADDITIONAL CONSIDERATIONS

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- Financing terms, including interest rates, residuals, and other associated items will not be guaranteed until finance documents are generated at time of machine delivery to customer.
- By signing this quote, Riggs will initiate the machine ordering process for the equipment quoted.

WARRANTY

Standard Warranty:	24 Months / 2000 Hours Premier
Extended Warranty:	RIGGS ADVANTAGE PLUS - 72 MO / 3000 HR PREMIER
CSA	RIGGS ADVANTAGE PLUS - 24 MO / 1000 HR FULL-SERVICE W/TVL, VISION LINK

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. If there are any questions, please do not hesitate to contact me.

Sincerely,
Draven Doss
Machine Sales Representative Riggs CAT
dossd@jariggs.com
+1 (501) 353-9322

Accepted by _____ on _____

Signature

MACHINE SPECIFICATIONS

308 07A CR MHE DCA8E

INTEGRATED RADIO V2

PRODUCT LINK, CELLULAR PLE643

DRAIN, ECOLOGY

SEAT, AIR SUSP, FABRIC, HEATED

CAMERA, REAR VIEW

BOOM, SWING

LINES, QC, LNG STK, 3 LINE

CAT KEY, WITH PASSCODE OPTION

COUNTERWEIGHT, EXTRA

SOFTWARE, PROPORTIONAL CONTROL

SOFTWARE, STICK STEER CONTROL

SOFTWARE, 2 WAY CONTROL

SOFTWARE, CODED START

STD BLADE, STD U/C, TG W/PAD

STICK, LONG

COUPLER, PG, HYDR.D.LOCK, 7-9T - 308QC6604

THUMB,HYD + COUPLER,HYD, 8T - 308TH750

BUCKET-HD, 36", 13.8 FT³, 7T



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **LEWIS FORD SALES INC.**

RECOMMENDATION:

RECOMMEND COUNCIL TO APPROVE THE PURCHASE (8) VEHICLES WITH ADDITIONAL UPFIT AND SNOW REMOVAL EQUIPMENT FROM LEWIS FORD SALES INC. OF FAYETTEVILLE ARKANSAS, FOR THE PURCHASE PRICE OF \$374,399 INCLUDING ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE THROUGH THE ARKANSAS STATE CONTRACT.

BACKGROUND:

Expansion work units 2306 (WSEW_F118), 1450 (POLC_F088), 2304 (PRKS_F089), 2305 (PRKS_F090) are approved FY25 expansion vehicles with associated FTE's for the Water Sewer, Police, and Parks divisions. 3/4 ton work trucks 2181 (TRAN_F042), 2182 (TRAN_F043), 2201 (TRAN_F044) will be replaced by Ford F250's. Truck 2105 (PRKS_F037) is a 2014 Ford F150 4x4 with a V8 engine and will be right sized to a smaller Ford Maverick Hybrid AWD. All replacement assets have met Faster points for replacement. All these units will be purchased using a match off the State contract pricing (Contract #S000000154) with some requiring additional needed upfit and accessory functions.

DISCUSSION:

Units 2181, 2182 and 2201 will be purchased with 8' snow plows and controls for winter maintenance operations. Snow plows 9155 (TRAN_F028), 9205 (TRAN_F117) and 9228 (TRAN_F120) will be ordered from Lewis Ford with the replacement work trucks and will be installed by Lewis Ford prior to delivery.

BUDGET/STAFF IMPACT:

All expansion vehicles came in under budget. The replacement units we expect to fully collect on upon surplus of the old units.

These items were unanimously approved at the December 10th equipment committee.

ATTACHMENTS: SRF (#3), WSEW_F118 / Quote Lewis / \$54,351 / State Contract Price (#4), WSEW_F118 / State Contract (#5), POLC_F088 / Quote Lewis / \$42,591 / State Contract Price (#6), POLC_F088 / State Contract / Ford Explorer 4x4 + Option DL (#7), TRAN_F042 / Quote Lewis / \$51,443 / State Contract Price (#8), TRAN_F042 / State Contract / F250 Transportation + AT Option (#9), TRAN_F043 / Quote Lewis / \$51,443 / State Contract Price (#10), TRAN_F043 / State Contract / F250 Transportation + AT Option (#11), TRAN_F044 / Quote Lewis / \$51,443 / State Contract Price (#12), TRAN_F044 / State Contract / F250

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Transportation + AT Option (#13), PRKS_F037 / Quote Lewis / Ford SC (#14), PRKS_F037 / State Contract / Hybrid Ford Maverick + Options AO and XO (#15), PRKS_F089 / Quote Lewis / \$27,890 / PRKS EXP / State Contract Price (#16), PRKS_F089 / Ford Maverick / 2x4 Hybrid (#17), PRKS_F090 / Quote Lewis / \$27,890 / PRKS EXP / State Contract Price (#18), PRKS_F090 / Ford Maverick / 2x4 Hybrid (#19), QUOTE / F-250 Myers Plow / Installed on each plow truck 2181, 2182 and 2201 (#20)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1067

LEWIS FORD SALES INC.

A RESOLUTION TO APPROVE THE PURCHASE OF EIGHT FORD VEHICLES WITH ADDITIONAL UPFIT AND SNOW REMOVAL EQUIPMENT FROM LEWIS FORD SALES, INC. IN THE TOTAL AMOUNT OF \$374,399.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE

WHEREAS, pursuant to Ark. Code Ann. § 14-58-104(17), competitive bidding is not required for “new motor vehicles purchased from a licensed automobile dealership located in Arkansas for an amount not to exceed the fleet price awarded by the Office of State Procurement and in effect at the time the municipality submits the purchase order for the same make and model motor vehicle”; and

WHEREAS, Lewis Ford Sales, Inc. has submitted quotes for eight vehicles with additional upfit and snow removal equipment that match the fleet prices awarded by the Office of State Procurement.

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 the purchase of eight Ford vehicles with additional upfit and snow removal equipment in the total amount of \$374,399.00 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, as shown in the quotes attached to this Resolution.

City of Fayetteville Staff Review Form

2024-1067

Item ID

1/7/2025

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

Chelsey Voden

12/16/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND COUNCIL TO APPROVE THE PURCHASE (8) VEHICLES WITH ADDITIONAL UPFIT AND SNOW REMOVAL EQUIPMENT FROM LEWIS FORD SALES INC. OF FAYETTEVILLE ARKANSAS, FOR THE PURCHASE PRICE OF \$374,399 INCLUDING ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE THROUGH THE ARKANSAS STATE CONTRACT. EXPANSION UNITS 2304 (PRKS_F089), 2305 (PRKS_F090), 1450 (POLC_F088) AND 2306 (WSEW_F118), REPLACEMENT UNITS 2105 (PRKS_F037), 9155 (TRAN_F028), 2181 (TRAN_F042), 2182 (TRAN_F043), 2201 (TRAN_F044), 9205 (TRAN_F117) AND 9228 (TRAN_F120)

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

02078.2025, 02080.2021, 02080.2022,
02081.2025

Fund

Light/ Medium Trucks, Other Vehicles /
Equipment, Police and Passenger Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,419,188.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,419,188.00

Does item have a direct cost? Yes

Item Cost

\$ 374,399.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,044,789.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

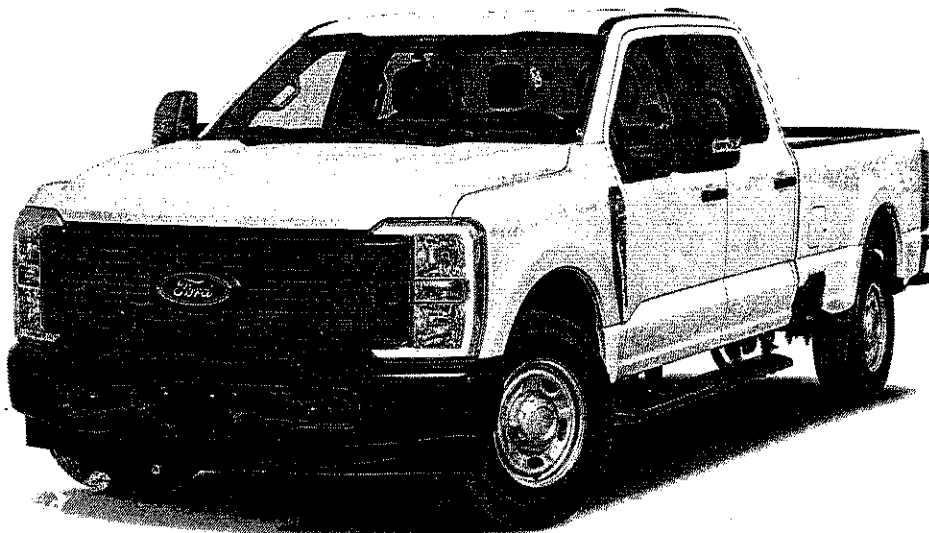
Original Contract Number:

Comments:

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515



Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704

Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515 | Quote ID: 1126WSEW

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID 1126WSEW 11/27/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

State Bid Pricing for Item #20 with options BO &AT includes as well as Side mounted Tool Boxes with Nerf bar.

ETA 3-4 Months
(WSEW)

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs

Dimensions

- Conventional Capacity: 13,800 lbs.
- Fifth-wheel towing capacity: 13,600 lbs.
- Front brake diameter: 14.3"
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 8.0
- Vehicle body width: 80.0"
- Wheelbase: 176.0"
- Front track: 68.3"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 151.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 13,800 lbs.
- Rear brake diameter: 14.3"
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 266.2"
- Vehicle body height: 81.3"
- Vehicle turning radius: 28.9'
- Rear track: 67.2"
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Electronic transfer case shift
- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Auto locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels
- Dynamic Hitch Assist vehicle to trailer hitching assist
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- LT245/75RS17 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- PRND in IP

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

- Manual tilting steering wheel

- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar

- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- AutoLamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights

- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Pickup box cargo light

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Rear mounted camera
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight.....	6,699 lbs.	Rear curb weight.....	2,718 lbs.
GVWR.....	10,000 lbs.	Payload.....	3,260 lbs.

Trailer Weights

Fifth-wheel towing capacity.....	13,600 lbs.	Gooseneck towing capacity.....	13,800 lbs.
Conventional capacity.....	13,800 lbs.	GCWR.....	21,000 lbs.

Front Weights

Front curb weight.....	3,981 lbs.	* GAWR front.....	4,800 lbs.
Axle capacity front.....	6,000 lbs.	* Spring rating front.....	4,800 lbs.
Tire/wheel capacity front.....	6,390 lbs.		

Rear Weights

GAWR rear.....	6,340 lbs.	Axle capacity rear.....	7,280 lbs.
Spring rating rear.....	6,340 lbs.	Tire/wheel capacity rear.....	6,390 lbs.

Off Road

Min ground clearance.....	8.5"	Loading floor height.....	36.8"
Approach angle.....	17.4	Departure angle.....	20.8

Exterior Measurements

Vehicle body length.....	266.2"	Vehicle body width.....	80.0"
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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Vehicle body height	81.3"	Wheelbase	176.0"
Front brake diameter	14.3"	Cargo box length	98.1"
Rear brake diameter	14.3"	Cargo box min width	50.5"
Cargo box volume	78.5 cu.ft.	Pickup box depth	21.1"
Cargo box max width	66.9"	Cargo box tailgate width	60.5"
Cargo box length feet	8.0	Front track	68.3"
Rear track	67.2"	Vehicle turning radius	28.9'
Cab to axle	56.1"	Frame section modulus	10.7 cu.in.
Frame yield strength (psi)	50000.0	Front bumper to front axle	38.2"
Front bumper to back of cab	151.8"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
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Interior Volume

Total passenger volume	131.8 cu.ft.
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Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
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Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
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Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
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Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
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Powertrain**Engine**

Engine 6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder	2
Engine cylinders	Injection type	sequential MPI
Engine location	Ignition	Spark ignition system
Engine mounting direction	Engine block material	Iron engine block
Engine		
Cylinder head material	Aluminum cylinder head	

Engine Specs

Displacement	6.8L	cc.	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant

Engine Power

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Horsepower.....	405 HP@5000 RPM	Torque.....	445 lb.-ft.@4000 RPM
Alternator			
Alternator amps.....	160A	Alternator type.....	Regular duty alternator
Battery			
Battery amps.....	68Ah	Battery type.....	HD lead acid battery
Battery rating.....	750CCA	Battery run down protection.....	Battery run down protection
Engine Extras			
Radiator.....	Radiator		
Transmission			
Transmission.....	TorqShift 10-speed automatic	Transmission electronic control.....	Transmission electronic control
Overdrive transmission.....	Overdrive transmission	Lock-up transmission.....	Lock-up transmission
First gear ratio.....	4.696	Second gear ratio.....	2.985
Third gear ratio.....	2.146	Fourth gear ratio.....	1.769
Fifth gear ratio.....	1.52	Sixth gear ratio.....	1.275
Reverse gear ratio.....	4.866	Seventh gear ratio.....	1
Eighth gear ratio.....	0.854	Ninth gear ratio.....	0.689
Tenth gear ratio.....	0.636	Stall ratio.....	1.97
Selectable mode transmission.....	Selectable mode transmission	Sequential shift control.....	SelectShift Sequential shift control
Transmission oil cooler.....	Transmission oil cooler		
Drive Type			
4WD type.....	Part-time 4WD	Drive type.....	Four-wheel drive
Drivetrain			
Axle ratio.....	3.73		
Exhaust			
Tailpipe.....	Stainless steel single exhaust		
Fuel			
Fuel type.....	regular unleaded		
Fuel Tank			
Fuel tank capacity.....	48.00 gal.		
Drive Feature			
Traction control.....	All-speed ABS and driveline traction control	Locking hub control.....	Auto locking hub control
Transfer case.....	Electronic transfer case shift		

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types E85 additional fuel types

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Steering type number of wheels 2-wheel steering system

Exterior**Front Wheels**

Front wheels diameter.....17"

Front wheels width.....7.5"

Rear Wheels

Rear wheels diameter.....17"

Rear wheels width.....7.5"

Front And Rear Wheels

Appearance.....argent

Material.....steel

Front Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Front wheel - RPM.....649

Rear Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Rear wheel - RPM.....649

Body Exterior**Trailer**

Towing capability.....Trailer towing capability

Towing class.....Class V tow rating

Towing hitch.....Trailer hitch

Towing wiring harness.....Trailer wiring harness

Towing trailer sway.....Trailer sway control

Exterior Features

Box style.....Standard style pickup box

Number of doors.....4 doors

Body

Body panels.....Aluminum body panels with side impact beams

Mirrors

Convex spotter.....Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrors.....Turn signal indicator in door mirrors

Spare Tire

Spare tire.....Full-size spare tire with steel wheel

Spare tire location.....Crank-down spare tire

Tires

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515



Selected Equip & Specs (cont'd)

Front tires LT load rating..... E

Rear tires LT load rating..... E

Wheels

Wheel covers..... Wheel hub covers

Convenience

Door Locks

Door locks..... Power door locks with 2 stage unlocking

Keyfob door locks..... Keyfob activated door locks

All-in-one keyAll-in-one remote fob and ignition key

Auto door locks..... Auto-locking doors

Tailgate control... Power tailgate/rear door lock

Cruise Control

Cruise control..... Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors..... Power door mirrors

Folding door mirrors Manual folding door mirrors

Heated door mirrors..... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows..... Power first-row windows

Overhead Console

Overhead console..... Full overhead console

Overhead console storage..... Overhead console storage

Passenger Visor

Visor passenger mirror... Passenger visor mirror

Power Outlets

12V power outlets..... 2 12V power outlets

Pickup Box

Boxside steps..... Integrated side steps

Rear Windshield

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515



Selected Equip & Specs (cont'd)

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 8 beverage holders

Beverage holders rear Rear beverage holders

Illuminated glove box Illuminated glove box

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger
one-touch up windows

Windows Rear Side

Second-row windows Power second-row
windows

Miscellaneous

Trip computer Trip computer

Accessory power Retained accessory power

Beverage holders Front beverage holders

Glove box Illuminated locking glove box

Instrument panel storage Instrument panel
covered bin

One-touch down window Driver and passenger
one-touch down windows

PRND in IP PRND in IP
Over the air updates Over the air updates

Comfort

Climate Control

Climate control Manual climate control

Rear under seat ducts Rear under seat climate
control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback
upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic
steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Front Seats

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats. 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage. Front seat armrest storage

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction. Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints. Height adjustable front seat head restraints

Armrests front center. Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats. Split-bench rear seat

Folding second-row seats. 60-40 folding rear seats

Rear seat folding position. Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction. Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints ... 3 rear seat head restraints

Lumbar Seats

Driver lumbar. Manual driver seat lumbar

Front Seat Trim

Front seat upholstery. Vinyl front seat upholstery

Front seatback upholstery. Vinyl front seatback upholstery

Interior Accents

Interior accents. Chrome interior accents

Gearshifter Material

Gearshifter material. Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display. Primary touchscreen display

Primary display size. 8 inch primary display

Number of first-row displays. 2 total number of 1st row displays

Radio Features

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

External memory..... SYNC 4 external memory control

Seek scan..... Seek scan

Speakers

Speakers..... Standard grade speakers

Speakers number..... 6

Audio Features

Steering mounted audio control..... Steering wheel mounted audio controls

Speed sensitive volume..... Speed sensitive volume

Voice activated audio..... SYNC 4 voice activated audio controls

Wireless streaming..... Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer..... Trip odometer

Instrumentation display..... Digital/analog instrumentation display

Configurable instrumentation gauges..... Configurable instrumentation gauges

Instrumentation Displays

Temperature display..... Exterior temperature display

Driver information center..... Driver information center

Clock..... In-radio display clock

Compass..... Compass

Instrumentation Gauges

Tachometer..... Tachometer

Transmission temperature gauge..... Transmission fluid temperature gauge

Oil pressure gauge..... Oil pressure gauge

Engine/electric motor temperature gauge..... Engine/electric motor temperature gauge

Gauge cluster display size (inches)..... 4.20

Engine hour meter..... Engine hour meter

Instrumentation Warnings

Engine temperature warning..... Engine temperature warning

Oil pressure warning..... Oil pressure warning

Low fuel warning..... Low fuel warning

Low brake fluid warning..... Low brake fluid warning

Battery charge warning..... Battery charge warning

Headlights on reminder..... Headlights on reminder

Key in vehicle warning..... Key in vehicle warning

Door ajar warning..... Door ajar warning

Service interval warning..... Service interval indicator

Low tire pressure warning..... Tire specific low air pressure warning

Glass

Tinted windows..... Light tinted windows

Headlights

Headlights..... Halogen headlights

Headlight type..... Reflector headlights

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Auto headlights. AutoLamp auto on/off headlight control

Multiple headlights. Multiple enclosed headlights

Delay off headlights. Delay-off headlights

DRL preference setting. DRL preference setting

Front Windshield

Wipers. Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry. Illuminated entry

Variable panel light. Variable instrument panel light

Front reading lights. Front reading lights

Rear reading lights. Rear reading lights

Lights

Running lights. Daytime running lights

Interior courtesy lights. Fade interior courtesy lights

High mount stop light. High mounted center stop light

Pickup box cargo light. Pickup box cargo light

Perimeter approach lighting. Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree. SYNC 4 handsfree wireless device connectivity

Smart device integration. Smart device wireless mirroring

Emergency SOS. SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access. FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports. 2 USB ports

Safety and Security

Airbags

Front impact airbag driver. Driver front impact airbag

Number of airbags. 6 airbags

Front impact airbag passenger. Passenger front impact airbag

Front side impact airbag driver. Seat mounted side impact driver airbag

Front side impact airbag passenger. Seat mounted side impact front passenger airbag

Overhead airbags. Safety Canopy System curtain first and second-row overhead airbags

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Seatbelts

3-point seatbelt Rear seat center 3-point
seatbelt

Height adjustable seatbelts Front height
adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system: Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-rollover

Occupant Safety

Child door locks... Manual rear child safety door
locks

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

As Configured Vehicle

Code	MSRP
W2B	\$52,100.00
600A	N/C
99A	Included
44F	Included
X37	Included
STDGV	Included
TD8	Included
64A	Included
A	Included
176WB	STD
PAINT	STD
STDRD	Included
WARANT	N/C
425	STD
Bars/Boxes	
AT	\$2,933.00
BO	\$225.00
	\$535.00
SUBTOTAL	\$55,793.00
Destination Charge	\$1,995.00
TOTAL	\$57,788.00

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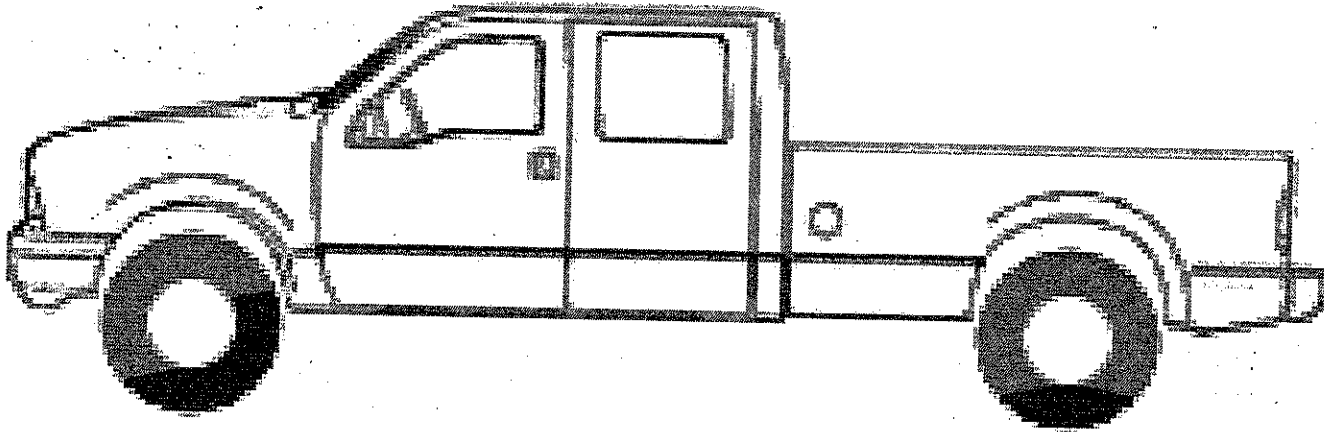
2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515



Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 10,000 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 6,699 lbs

TOTAL **7,599 lbs**

Payload 3,260 lbs

Useable Payload 2,360 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
	\$57,788.00
Subtotal	\$57,788.00

Pre-Tax Adjustments

Code	Description	MSRP
	State Bid Pricing	-\$3,437.00
Total		\$54,351.00

Customer Signature

Acceptance Date

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Vehicle Specifications & Pricing

ITEM 20

TYPE PED 10111950
3/4 Ton Crew Cab
4X4 Wheel Drive

Dealer Name:	SMART FORD MALVERN
Vehicle Make/Model:	2025 FORD F-250
Model Code:	W2B
City MPG Estimate:	N/A
Highway MPG Estimate:	N/A
CO-OP Purchasing One Way Delivery Charge Per Mile:	\$4.25

Add Options
Codes AT &
BO. TOTAL
PRICE
\$51,418

[Back to Table of Contents](#)

VEHICLE BID PRICE: \$50,658.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Crew Cab Pickup Truck	Crew Cab	
Gross Vehicle Weight Rating	8,500 lbs.	
3/4 Ton	3/4 Ton Pickup	
Wheelbase/CA	Mfg. Std. - List Size	176 W/B
Bed	Long Wide Bed	
Engine		
Engine Size	350hp - List HP, Liters & Cylinders	6.8L 405 HP V-8
Fuel Type	Gasoline	
Transmission/Drivetrain		
Automatic Transmission	Automatic - List Type, Speeds etc.	10-SPEED AUTOMATIC
4X4	4X4 with Auto Locking Hubs	
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	RWD 3.73 REG. AXLE
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	34 GAL.
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front, Step-Type Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Doors & Mirrors		
Doors	4 Full Doors	
Mirrors	Two Outside, Right & Left. One Interior	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio System with AM/FM Stereo	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Tinted Glass	Mfg. Std.	
Gauges/Indicators	Mfg. Std. List Gauges/Indicators	FUEL-OIL-TEMP-ETC.
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4-WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		
Tires & Wheels	Mfg. Std. - List Size	LT245 BSW AS 17
Spare	Mfg. Std. - List Size (Full or Space Saver)	FULL
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR OR 60,000 MILES

ITEM 20	VEHICLE OPTIONS		Dealer Name: SMART FORD MALVERN	
TYPE PED 3/4 Ton Crew Cab 4X4 Wheel Drive Back to Table of Contents			2025 FORD F-250	W2B
Body & Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Bed	QH	Short Bed (deduct)	160" W/B	\$ (125.00)
Engine				
Gasoline Engine Upgrade	CC	List Horsepower, Liters & Cylinders	N-A	\$0.00
Flex Fuel	FFV	Add Flex Fuel	STD	\$0.00
Engine Block Heater	HB	Add Block Heater	41H	\$145.00
Diesel Engine	CA	350 hp Diesel Engine Factory Installed		\$10,995.00
Bio Diesel	BD	350 hp Bio Diesel with OEM Warranty	STD. DIESEL ONLY	\$0.00
PTO	PTO	Power Take Off	62R DIESEL ONLY	\$375.00
CNG system	CNG	Alternative Fuel: CNG system shall include all components necessary to power vehicle with CNG.	98F 6.8L ONLY	\$415.00
Transmission/Drivetrain				
Skid Plate	KO	Add Skid Plate	41P	\$135.00
Limited Slip Differential	LS	Limited Slip Differential	(X3E 6.2L) (X3J 7.3L)	\$535.00
Electrical				
Daytime Running Lights	DL	Add Daytime Running Lights	STD.	\$0.00
Alternator	HA	Heavy Duty Alternator - List Amps	250 AMP	\$225.00
Batteries	DB	Dual Batteries	86M	\$225.00
Power Outlet	EP	Add 12-Volt Power Outlet	66S	\$225.00
Doors & Windows				
Deep Tinted Windows	TG	Add Deep Tinted Glass	924 RREQUIRES REAR DEFROSTER-PWR SLIDNING WINDOW 924-43B-435	\$635.00
Power Windows & Door Locks	XX	Power Windows & Door Locks	STD.	\$0.00
Keyless Entry	KE	Keyless Entry	STD.	\$0.00
Interior				
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	STD.	\$0.00
Cruise	PO	Cruise Control, Factory Installed	STD.	\$0.00
Vinyl Floor	VF	Rubber/Vinyl Flooring	STD.	\$0.00
Cloth Seats	CS	Cloth Seats	1S	\$425.00
Front Buckets	FB	Front Bucket Seats with Console	4S 40/CONSOLE/40	\$645.00
Tires & Wheels				
All Terrain Tires	AT	All Terrain Tires	TBM	\$225.00
Spare	WL	Mounted Full Size Spare	STD.	\$0.00
Towing				
Towing	XO	Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler	STD.	\$0.00
Electric Brake Controller	BC	Add Electric Brake Controller	STD.	\$0.00
Trailer Mirrors	TM	Manual Telescoping Trailer Mirrors	STD.	\$0.00
Towing Differential	BO	Differential for Extra Towing Capability	X3E 6.8L	\$535.00

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 Explorer 4dr 4x4 Active (K8D)
Price Level: 545



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545 | Quote ID: 1126Explor

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID 1126Explor 11/27/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

State Bid pricing for Item#44 applied with DL option added daytime running lights.

ETA 3-4 months

EXP Police

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,300 lbs.
- Front brake diameter: 13.6"
- Vehicle body length: 198.8"
- Vehicle body height: 70.2"
- Turning radius (to curb): 19.4'
- Rear track: 66.9"
- Interior rear cargo volume with seats folded: 46.0 cu.ft.
- Headroom first-row: 40.7"
- Headroom third-row: 38.9"
- Leg room second-row: 39.0"
- Shoulder room first-row: 62.1"
- Shoulder room third-row: 54.6"
- Hip room second-row: 59.1"
- GCWR: 10,100 lbs.
- Rear brake diameter: 12.6"
- Vehicle body width: 78.9"
- Wheelbase: 119.1"
- Front track: 66.9"
- Interior rear cargo volume: 16.3 cu.ft.
- Total passenger volume: 152.9 cu.ft.
- Headroom second-row: 40.5"
- Leg room first-row: 43.0"
- Leg room third-row: 32.2"
- Shoulder room second-row: 61.9"
- Hip room first-row: 59.2"
- Hip room third-row: 40.9"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Torque: 310 lb.-ft. @ 3500 RPM
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Recommended fuel: premium unleaded
- All-speed ABS and driveline traction control
- EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP
- Horsepower: 300 HP @ 5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Intelligent 4WD automatic full-time 4WD
- Selectable Terrain Modes
- Easy Fuel capless fuel filler
- Auto locking hub control

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 20 mpg/27 mpg/23 mpg
- Fuel economy combined: 23 mpg
- Gasoline secondary fuel type
- Fuel economy city: 20 mpg
- Fuel economy highway: 27 mpg
- LEV3-ULEV50 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel-disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545

Selected Equip & Specs (cont'd)

- Electronic parking brake
- Automatic brake hold
- Hill Descent Control
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Multi-link rear suspension
- Electric power-assist steering system
- Driver selectable steering effort
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Roof rails
- Monotone paint
- Black bodyside cladding
- Black side window trim
- Black windshield trim
- Body-coloured front bumper
- Metal-look front bumper insert
- Black grille with chrome accents
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 7.5-inch front and rear silver aluminum wheels
- 4 doors
- Clearcoat paint
- Chrome bodyside insert
- Black wheel well trim
- Body-coloured door handles
- Black rear window trim
- Body-coloured rear bumper
- Black rear bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Power liftgate rear cargo door
- P255/65RH18 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Intelligent Access proximity key with hands-free access and push button start
- Cruise control with steering wheel mounted controls
- Keyfob trunk control
- Day/Night rearview mirror
- Full floor console
- Power cargo area access release
- Rear window defroster
- Fixed interval rear windshield wipers
- Locking glove box
- 2 seatback storage pockets
- Rear door bins
- Keyfob activated door locks
- Auto-locking doors
- Power tailgate/rear door lock
- Adaptive cruise control with stop and go
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Driver foot rest
- Heated rear wiper park
- Fixed rear windshield
- Front beverage holders
- 10 beverage holders
- Driver and passenger door bins
- Rear beverage holders

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr, Fayetteville Arkansas | 72704



2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545

Selected Equip & Specs (cont'd)

- Retained accessory power
- Over the air updates
- Trip computer
- PRND in IP

Comfort

- Automatic climate control
- Rear climate control system with separate controls
- Rear under seat climate control ducts
- Rear headliner/pillar climate control ducts
- Full headliner coverage
- Full carpet floor covering
- Full floor coverage
- Carpet rear seatback upholstery
- Carpet third-row seatback upholstery
- Manual tilting steering wheel
- Dual-zone front climate control
- Cabin air filter
- Voice-activated climate control
- Cloth headliner material
- Cloth door trim insert
- Carpet front and rear floor mats
- Cloth rear seat upholstery
- Cloth rear seat upholstery
- Leather steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Power height adjustable control passenger seat
- Fixed second-row seats
- Second-row seats with manual fore and aft
- Driver seat with 2-way power lumbar
- Heated driver and front passenger seats
- 50-50 folding third-row passenger seat
- Manual fold into floor third-row seat
- Manual third-row head restraint control
- Third-row bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Power passenger seat fore/aft control
- Second-row captains' chairs
- Height adjustable rear seat head restraints
- Cloth front seat upholstery
- Fixed third-row seats
- Front facing third-row seat
- Height adjustable third-row head restraints
- 2 third-row head restraints
- Piano black console insert

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM/satellite**
- AM radio
- SiriusXM satellite radio
- External memory control
- Internet radio capability
- Standard grade speakers
- 13.2 inch primary display
- SiriusXM AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- Internal storage capability
- 3 month satellite trial subscription
- Speakers number: 6

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Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Explorer 4dr 4x4 Active (K8D)**

Price Level: 545

Selected Equip & Specs (cont'd)

- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna
- Voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Piano black and metal-look instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Driver information center
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 12.30
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Rear reading lights
- Illuminated ignition switch
- High mounted center stop light
- LED brake lights
- Digital/analog instrumentation display
- Trip odometer
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Tachometer
- Oil level gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Speed sensitive wipers
- Front reading lights
- Variable instrument panel light
- LED daytime running lights
- Remote activated perimeter approach lighting with puddle lights
- Fade interior courtesy lights

Technology and Telematics

- Integrated navigation system with voice activation
- Real-time traffic
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 8 USB ports
- Dedicated smart device app for navigation
- 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first, second and third-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver and passenger side knee airbag
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 8 airbags
- Front seatbelt pretensioners
- SecuriLock immobilizer

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**2025 Explorer 4dr 4x4 Active (K8D)**

Price Level: 545

Selected Equip & Specs (cont'd)

- Security system
- Lane Keeping Alert
- Pre-Collision Assist with Pedestrian Detection
- Pre-Collision Assist with Pedestrian Detection
- Following distance alert
- MyKey restricted driving mode
- Front cross traffic mitigation
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks
- Remote panic alarm
- BLIS (Blind Spot Information System)
- Rear Cross-Traffic Braking collision mitigation
- Driver Alert
- Evasive Steering Assist evasion assist system
- Level 2 - partial automation SAE Autonomy
- Rear camera with washer
- Reverse Sensing System rear parking sensors

Dimensions**General Weights**

Curb weight 4,457 lbs.

Trailer Weights

Conventional capacity 5,300 lbs.

GCWR 10,100 lbs.

Off Road

Min ground clearance 8.2"

Approach angle 20.1

Loading floor height 32.8 "

Departure angle 22.0

Exterior Measurements

Vehicle body length 198.8"

Vehicle body height 70.2"

Front brake diameter 13.6"

Front track 66.9"

Turning radius (to curb) 19.4'

Vehicle body width 78.9"

Wheelbase 119.1"

Rear brake diameter 12.6"

Rear track 66.9"

Interior Measurements

Interior rear cargo volume 16.3 cu.ft.

Interior cargo length 84.1 "

Interior cargo area max width 64.5 "

Interior cargo area height 32.8 "

Interior cargo area min width 47.6 "

Interior rear cargo volume with seats folded 46.0 cu.ft.

Length to rear seat 49.8 "

Length to 3rd row seat 20.8 "

Interior Volume

Total passenger volume 152.9 cu.ft.

Headroom

Headroom first-row 40.7"

Headroom third-row 38.9"

Headroom second-row 40.5"

Legroom

Leg room first-row 43.0"

Leg room second-row 39.0"

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Price Level: 545

Selected Equip & Specs (cont'd)

Leg room third-row.....32.2"

Shoulder Room

Shoulder room first-row.....62.1"

Shoulder room third-row.....54.6"

Shoulder room second-row.....61.9"

Hip Room

Hip room first-row.....59.2"

Hip room third-row.....40.9"

Hip room second-row.....59.1"

Powertrain**Engine**Engine.....EcoBoost 2.3L I-4 gasoline direct
injection, DOHC, variable valve control,
intercooled turbo, engine with 300HP

Engine cylinders.....I-4

Ignition.....Spark ignition system

Valves per cylinder.....4

Engine location.....Front mounted engine

Engine mounting direction.....Longitudinal mounted
engine

Cylinder head material.....Aluminum cylinder head

Engine block material.....Aluminum engine block

Engine Specs

Displacement.....2.3L

Bore.....3.44"

Compression ratio.....10.0

cc.....140 cu.in.

Stroke.....3.7"

SAEJ1349.....AUG2004 compliant

Engine Power

Horsepower.....300 HP@5500 RPM

Torque.....310 lb.-ft.@3500 RPM

Alternator

Alternator type.....Regenerative alternator

Battery

Battery type.....Lead acid battery

Battery run down protection.....Battery run down
protection**Engine Extras**

Radiator.....Radiator

Drivetrain selectable Driver selectable drivetrain
mode

Start-stop engine.....Auto stop-start engine

Transmission

Transmission.....10-speed automatic

Transmission electronic control.....Transmission
electronic control

Overdrive transmission.....Overdrive transmission

First gear ratio.....4.714

Third gear ratio.....2.149

Lock-up transmission.....Lock-up transmission

Second gear ratio.....2.997

Fourth gear ratio.....1.769

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Price Level: 545

Selected Equip & Specs (cont'd)

Fifth gear ratio.....1.521
Reverse gear ratio.....4.885
Eighth gear ratio.....0.853
Tenth gear ratio.....0.636

Sixth gear ratio.....1.275
Seventh gear ratio.....1
Ninth gear ratio.....0.689
Selectable mode transmission.....Terrain
Management System selectable mode
transmission

Drive Type

4WD type.....Intelligent 4WD automatic full-time
4WD

Drive type.....Four-wheel drive

Drivetrain

Axle ratio.....3.58

Exhaust

Tailpipe.....Stainless steel quasi-dual exhaust

Fuel

Fuel type.....premium unleaded

Fuel Tank

Capless fuel filler.....Easy Fuel capless fuel filler

Fuel tank capacity.....18.60 gal.

Drive Feature

Traction control.....All-speed ABS and driveline
traction control

Locking hub control.....Auto locking hub control

Fuel Economy and Emissions**Fuel Economy**

Secondary fuel type.....Gasoline secondary fuel
type

Fuel economy combined.....23 mpg

Fuel economy city.....20 mpg

Fuel economy highway.....27 mpg

Fuel economy (city/highway/combined).....20 mpg/27
mpg/23 mpg

Emissions

Emissions.....LEV3-ULEV50 emissions

Emissions tiers.....Tier 3 Bin 50 emissions

Green Values

Energy Impact Score (Barrels per year).....12.9

Carbon FP / Tailpipe and upstream total GHG (CO₂,
tons per year).....7.7

Suspension and Handling**Suspension**

Suspension.....Standard ride suspension

Front shock absorbers.....Gas-pressurized front
shock absorbers

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**2025 Explorer 4dr 4x4 Active (K8D)**

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Selected Equip & Specs (cont'd)Rear shock absorbers Gas-pressurized rear
shock absorbers**Driveability****Brakes**

Brake type 4-wheel disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Ventilated brakes Front and rear ventilated disc
brakes

Electronic parking brake Electronic parking brake

Post collision braking system Post Collision

Braking automatic post-collision braking
system**Brake Assistance**

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Hill control Hill Descent Control

Front Suspension

Front anti-roll Front anti-roll bar

Suspension type front Strut front suspension

Suspension ride type front Independent front
suspension**Front Spring**

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension ride type rear Independent rear
suspension

Suspension type rear Multi-link rear suspension

Steering

Steering Electric power-assist steering system

Speed sensitive steering Speed sensitive power
steeringSteering type number of wheels 2-wheel steering
system

Steering type Rack-pinion steering

Driver selectable steering effort Driver selectable
steering effort**Exterior****Front Wheels**

Front wheels diameter 18"

Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 18"

Rear wheels width 7.5"

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2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545

Selected Equip & Specs (cont'd)

Front And Rear Wheels

Appearance..... silver

Material..... aluminum

Front Tires

Aspect..... 65

Diameter..... 18"

Sidewalls..... BSW

Speed..... H

Tread..... AS

Type..... P

Width..... 255mm

Rear Tires

Aspect..... 65

Diameter..... 18"

Sidewalls..... BSW

Speed..... H

Tread..... AS

Type..... P

Width..... 255mm

Body Exterior

Trailer

Towing capability..... Trailer towing capability

Towing class..... Class III tow rating

Towing hitch..... Trailer hitch

Towing wiring harness..... Trailer wiring harness

Towing trailer sway..... Trailer sway control

Trailer light malfunction warning..... Trailer light malfunction warning

Exterior Features

Number of doors..... 4 doors

Body

Body panels..... Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire..... Compact spare tire with steel wheel

Spare tire location..... Spare tire mounted under the cargo floor

Aerodynamics

Spoiler..... Rear lip spoiler

Convenience

Door Locks

Door locks..... Power door locks with 2 stage unlocking

Fob engine controls..... Intelligent Access proximity key with hands-free access and push button start

Keyfob door locks..... Keyfob activated door locks

All-in-one key..... All-in-one remote fob and ignition key

Auto door locks..... Auto-locking doors

Tailgate control..... Power tailgate/rear door lock

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Price Level: 545

Selected Equip & Specs (cont'd)

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Adaptive cruise control ... Adaptive cruise control with stop and go

Key Fob Controls

Keyfob cargo controls Keyfob trunk control

Fob remote vehicle controls ... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor illuminated driver mirror ... Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Visor illuminated passenger mirror Illuminated passenger visor mirror

Visor passenger expandable coverage Passenger visor with expandable coverage

Power Outlets

12V power outlets 3 12V power outlets

Cargo Features

Trunk hatch Trunk/hatch auto-latching

Cargo light Cargo area light

Cargo tie downs Cargo area tie downs

Concealed cargo storage Cargo area concealed storage

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Selected Equip & Specs (cont'd)*Cargo Trim*

Cargo floor type..... Carpet cargo area floor

Trunk lid trim..... Plastic trunk lid trim

Pedals

Driver foot rest..... Driver foot rest

*Remote Releases*Cargo access..... Power cargo area access
release*Rear Windshield*

Rear window defroster..... Rear window defroster

Rear windshield wipers..... Fixed interval rear
windshield wipers

Rear windshield..... Fixed rear windshield

Heated wiper area..... Heated rear wiper park

Storage

Door bins front Driver and passenger door bins

Number of beverage holders 10 beverage holders

Beverage holders rear..... Rear beverage holders

Seatback storage pockets..... 2 seatback storage
pockets

Door bins rear..... Rear door bins

Beverage holders..... Front beverage holders

Glove box..... Locking glove box

*Windows Feature*One-touch up window..... Driver and passenger
one-touch up windowsOne-touch down window..... Driver and passenger
one-touch down windows*Windows Rear Side*Second-row windows..... Power second-row
windows

Third-row windows..... Fixed third-row windows

Miscellaneous

Trip computer..... Trip computer

Accessory power..... Retained accessory power

PRND in IP..... PRND in IP

Over the air updates..... Over the air updates

Comfort*Climate Control*

Climate control..... Automatic climate control

Dual-zone front climate control..... Dual-zone front
climate controlRear climate control Rear climate control system
with separate controlsRear under seat ducts..... Rear under seat climate
control ductsRear headliner/pillar ducts..... Rear headliner/pillar
climate control ducts

Cabin air filter..... Cabin air filter

Voice activated climate control..... Voice-activated
climate control

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Price Level: 545

Selected Equip & Specs (cont'd)*Headliner*

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door trim insert Cloth door trim insert

Door panel insert Piano black and metal-look door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor coverage Full floor coverage

Floor mats Carpet front and rear floor mats

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Third-Row Seat Trim

Third-row seat upholstery Cloth rear seat upholstery

Third-row seatback upholstery Carpet third-row seatback upholstery

Steering Wheel

Steering wheel material Leather steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim*Seat Capacity*

Seating capacity 6

Front Seats

Driver seat direction Driver seat with 8-way directional controls

Height adjustable driver seat Power height adjustable driver seat

Driver seat fore/aft control Power driver seat fore/aft control

Driver seat cushion tilt Power driver seat cushion tilt

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats Bucket front seats

Reclining passenger seat Manual reclining passenger seat

Height adjustable passenger seat Power height adjustable control passenger seat

Passenger seat fore/aft control Power passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Reclining driver seat Power reclining driver seat

Rear Seats

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Price Level: 545

Selected Equip & Specs (cont'd)

Second-row seats. Second-row captains' chairs

Reclining second-row rear seats. Manual reclining second-row seats

Rear seat folding position. Fold forward second-row seatback

Rear head restraints. Height adjustable rear seat head restraints

Number of rear head restraints. 2 rear seat head restraints

Lumbar Seats

Driver lumbar. Driver seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery. Cloth front seat upholstery

Heated Front Seats

Heated front seats. Heated driver and front passenger seats

Third-Row Seats

Bench seats. Third-row bench seat

Third-row seats folding. 50-50 folding third-row passenger seat

Third-row seat facing. Front facing third-row seat

Third-row head restraints. Height adjustable third-row head restraints

Interior Accents

Interior accents. Chrome and metal-look interior accents

Console Trim

Console insert material. Piano black console insert

Entertainment Features

Displays

Primary touchscreen display. Primary touchscreen display

Rear seats fixed or removable. Fixed second-row seats

Rear seat direction. Front facing rear seat

Fore and aft seat. Second-row seats with manual fore and aft

Rear head restraint control. Manual rear seat head restraint control

Armrests rear mounted. Second-row outboard-only mounted armrests

Front seatback upholstery. Cloth front seatback upholstery

Third-row seat fixed or removable. Fixed third-row seats

Third-row head restraint control. Manual third-row head restraint control

Third-row fold into floor seats. Manual fold into floor third-row seat

Third-row head restraint number. 2 third-row head restraints

Number of first-row displays. 2 total number of 1st row displays

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**2025 Explorer 4dr 4x4 Active (K8D)**

Price Level: 545

Selected Equip & Specs (cont'd)

Primary display size ... 13.2 inch primary display

Radio FeaturesInternal storage ... Internal storage capability
Seek scan ... Seek scanExternal memory ... External memory control
Internet radio capability ... Internet radio capability**Speakers**

Speakers ... Standard grade speakers

Speakers number ... 6

Audio FeaturesSteering mounted audio control ... Steering wheel
mounted audio controls
Voice activated audio ... Voice activated audio
controls

Speed sensitive volume ... Speed sensitive volume

Wireless streaming ... Bluetooth wireless audio
streaming**Lighting, Visibility and Instrumentation****Instrument Panel Trim**Panel insert ... Piano black and metal-look
instrument panel insert**Instrumentation**

Trip odometer ... Trip odometer

Instrumentation display ... Digital/analog
instrumentation displayConfigurable instrumentation gauges ... Configurable
instrumentation gauges**Instrumentation Displays**

Speedometer ... Redundant digital speedometer

Temperature display ... Exterior temperature
displayDriver information center ... Driver information
center

Clock ... In-radio display clock

Compass ... Compass

Eco feedback ... ECO feedback display gauge

Instrumentation GaugesTachometer ... Tachometer
Engine/electric motor temperature
gauge ... Engine/electric motor temperature
gaugeOil level gauge ... Oil level gauge
Gauge cluster display size (inches) ... 12.30**Instrumentation Warnings**Engine temperature warning ... Engine temperature
warning

Oil pressure warning ... Oil pressure warning

Low fuel warning ... Low fuel warning

Low washer fluid warning ... Low washer fluid
warning

Low brake fluid warning ... Low brake fluid warning

Battery charge warning ... Battery charge warning

Headlights on reminder ... Headlights on reminder

Key in vehicle warning ... Key in vehicle warning

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2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545

Selected Equip & Specs (cont'd)

Bulb warning..... Bulb failure warning

Trunk warning..... Rear cargo ajar warning

Low tire pressure warning..... Tire specific low air pressure warning

Glass

Tinted windows..... Deep tinted windows

Headlights

Headlights. LED low and high beam headlights

Auto headlights. Autolamp auto on/off headlight control

Delay off headlights..... Delay-off headlights

Front Windshield

Wipers..... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry..... Illuminated entry

Variable panel light..... Variable instrument panel light

Rear reading lights..... Rear reading lights

Lights

Running lights..... LED daytime running lights

LED brake lights..... LED brake lights

Door ajar warning..... Door ajar warning

Service interval warning..... Intelligent Oil-Life

Monitor service interval indicator

Transmission fluid temperature

warning..... Transmission fluid temp warning

Headlight type..... Reflector headlights

Multiple headlights. Multiple enclosed headlights

Auto high-beam headlights. Auto High Beam auto high-beam headlights

Speed sensitive wipers..... Speed sensitive wipers

Illuminated ignition switch..... Illuminated ignition switch

Front reading lights..... Front reading lights

Interior courtesy lights..... Fade interior courtesy lights

High mount stop light. High mounted center stop light

Technology and Telematics

Navigation

Integrated navigation..... Integrated navigation system with voice activation

Smart device for nav..... Dedicated smart device app for navigation

Connectivity

Handsfree..... Bluetooth handsfree wireless device connectivity

Real time traffic..... Real-time traffic

Smart device integration. Apple CarPlay/Android Auto smart device wireless mirroring

Emergency SOS..... 911 Assist emergency SOS system via mobile device

Internet Access

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Price Level: 545

Selected Equip & Specs (cont'd)Internet access... FordPass Connect 5G mobile
hotspot internet access**USB Ports**

USB ports..... 8 USB ports

Safety and Security**Airbags**Front impact airbag driver..... Driver front impact
airbagFront impact airbag passenger..... Passenger front
impact airbagFront side impact airbag driver..... Seat mounted side
impact driver airbag

Occupancy sensor..... Airbag occupancy sensor

Number of airbags..... 8 airbags

Knee airbag..... Driver and passenger side knee
airbagFront side impact airbag passenger..... Seat mounted
side impact front passenger airbagOverhead airbags..... Safety Canopy System
curtain first, second and third-row overhead
airbags**Seatbelts**Height adjustable seatbelts..... Front height
adjustable seatbeltsSeatbelt pretensioners number..... 2 seatbelt pre-
tensionersSeatbelt pretensioners..... Front seatbelt
pretensioners**Security System**

Immobilizer..... SecuriLock immobilizer

Security system..... Security system

Remote panic alarm..... Remote panic alarm

Active Driving Assistance

Lane departure..... Lane Keeping Alert

Forward collision warning..... Pre-Collision Assist
with Pedestrian DetectionPedestrian detection..... Pre-Collision Assist with
Pedestrian Detection

Distance alert..... Following distance alert

Restricted driving mode..... MyKey restricted driving
modeFront cross traffic warning..... Front cross traffic
mitigationBlind spot..... BLIS (Blind Spot Information
System)Rear collision warning..... Rear Cross-Traffic
Braking collision mitigation

Driver attention monitor..... Driver Alert

Evasion assist system..... Evasive Steering Assist
evasion assist systemSAE Autonomy..... Level 2 - partial automation
SAE Autonomy**Cameras**

Rear camera..... Rear camera with washer

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Price Level: 545

Selected Equip & Specs (cont'd)

Traction Control

Electronic stability control... AdvanceTrac w/Roll

Stability Control electronic stability control
system with anti-rollover

Parking Sensors

Parking sensors... Reverse Sensing System rear
parking sensors

Occupant Safety

Child door locks... Manual rear child safety door
locks

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2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545

As Configured Vehicle

Code	MSRP
K8D	\$41,855.00
200A	N/C
99H	Included
44T	Included
STDAX	Included
STDTR	Included
STDWL	Included
8	Included
PAINT	STD
119WB	STD
STDRD	Included
942	\$45.00
YZ_02	N/C
425	STD
DL	\$75.00
SUBTOTAL	\$41,975.00
Destination Charge	\$1,595.00
TOTAL	\$43,570.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

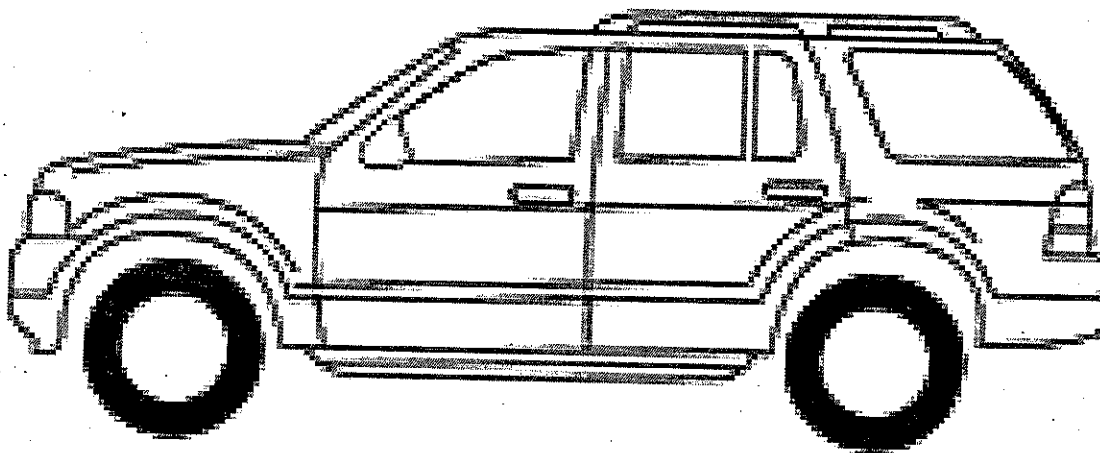


2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR.....N/A lbs

GVW.....Totals

1 Payload - (Added Equipment).....0 lbs

Occupants Weight.....900 lbs

Curb Weight (as configured).....4,457 lbs

TOTAL.....**5,357 lbs**

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2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 545

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Subtotal	\$43,570.00
	\$43,570.00

Pre-Tax Adjustments

Code	Description	MSRP
Item 44	State Bid Pricing	
		-\$979.00
Total		\$42,591.00

Customer Signature

Acceptance Date

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Vehicle Specifications & Pricing

ITEM 44
TYPE VIB 10128191
 4WD, 7 Passenger Standard
 Sport Utility Vehicle as classified
 in the latest EPA Fuel Economy
 Guide

Dealer Name: SMART FORD MALVERN
 Vehicle Make/Model: 2025 FORD EXPLORER
 Model Code: K8B
 City MPG Estimate: 20 MPG
 Highway MPG Estimate: 27 MPG
 CO-OP Purchasing One Way Delivery Charge Per Mile: \$3.85
VEHICLE BID PRICE: \$42,516.00

Add Option
Code DL for
additional
\$75.00
TOTAL-
\$42591

[Back to Table of Contents](#)

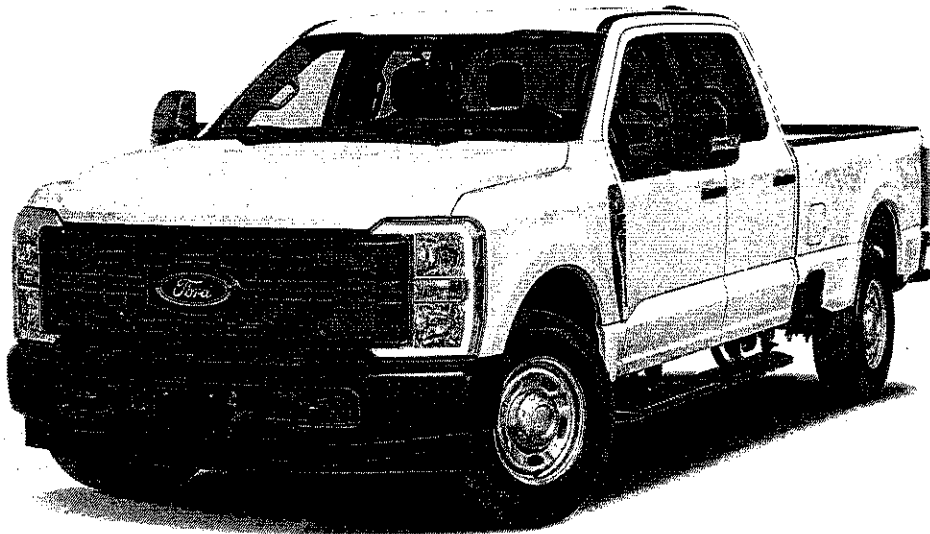
Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Standard Sport Utility Vehicle	7 Passenger	
Wheelbase	Minimum 112 inches	
Engine		
Engine Size	290 hp - List HP, Liters & Cylinders	300 HP 2.3L I-4
Fuel Type	Gasoline	
Transmission/Drivetrain		
Automatic Transmission	Automatic or CVT - List Type, Speeds etc.	10 SPEED AUTOMATIC
4x4 or AWD	4x4 or AWD	
Hubs	Automatic Locking If 4x4	
Stability Control	Stability Control System	
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	3.5 4-WHEEL DRIVE
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	17 GAL
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front & Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Doors & Mirrors		
Doors	4-Door	
Mirrors	Two Outside, Right & Left, One inside	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio system with AM/FM Stereo	
Cruise	Cruise Control, Factory Installed	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Windows	Mfg. Standard	
Power Windows & Door Locks	Power Windows & Door Locks	
Tinted Glass	Mfg. Std. Tint on All Windows	
Floor Mats	Front & Rear, Color to Match Interior	
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4 WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		
Tires & Wheels	Mfg. Std. - List Size	P255 / 65R 18 A/S
Spare	Mfg. Std. - List Type	COMPACT
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR OR 60,000 MILES

ITEM 44		VEHICLE OPTIONS		Dealer Name: SMART FORD MALVERN	
TYPE VIB Midsize 4WD 7-Pass. Utility Vehicle Back to Table of Contents				2025 FORD EXPLORER K8B	
Body & Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price	
Engine					
Gasoline Engine Upgrade	CC	List HP, Liter, Cylinders	N/A	\$0.00	
Engine Block Heater	HB	Engine Block Heater	41H	\$135.00	
Flex Fuel	FFV	Flex Fuel Capable	N/A	\$0.00	
Transmission/Drivetrain					
Limited Slip Differential	LS	Limited Slip Differential	N/A	\$0.00	
Skid Plate	KO	Skid Plate	N/A	\$0.00	
Low Range Gears	LR	Low Range Gears for Off Road	N/A	\$0.00	
Electrical					
Daytime Running Lights	DL	Add Daytime Running Lights	942	\$75.00	
Power Outlet	EP	Add 12-Volt Power Outlet	STD.	\$0.00	
Interior					
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	STD STEREO	\$0.00	
Towing					
Towing Package	XO	Mfg. Standard	STD	\$0.00	
Tires & Wheels					
All Terrain Tires	AT	All Terrain Tires	N/A	\$0.00	
Spare	WL	Mounted full size spare	COMPACT	\$0.00	

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515



Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 11/26/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

State Bid Pricing for Item #20 with nerf bars. Quote is for the three F-250s for Transportation.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs

Dimensions

- Conventional Capacity: 13,800 lbs.
- Fifth-wheel towing capacity: 13,600 lbs.
- Front brake diameter: 14.3"
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 8.0'
- Vehicle body width: 80.0"
- Wheelbase: 176.0"
- Front track: 68.3"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 151.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 13,800 lbs.
- Rear brake diameter: 14.3"
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 266.2"
- Vehicle body height: 81.3"
- Vehicle turning radius: 28.9'
- Rear track: 67.2"
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Electronic transfer case shift
- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Auto locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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Superintendent, City of Fayetteville

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels
- Dynamic Hitch Assist vehicle to trailer hitching assist
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- LT245/75RS17 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- PRND in IP

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

- Manual tilting steering wheel

- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar

- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- AutoLamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights

- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Pickup box cargo light

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Rear mounted camera
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight.....	6,699 lbs.	Rear curb weight.....	2,718 lbs.
GVWR.....	10,000 lbs.	Payload.....	3,260 lbs.

Trailer Weights

Fifth-wheel towing capacity.....	13,600 lbs.	Gooseneck towing capacity.....	13,800 lbs.
Conventional capacity.....	13,800 lbs.	GCWR.....	21,000 lbs.

Front Weights

Front curb weight.....	3,981 lbs.	* GAWR front.....	4,800 lbs.
Axle capacity front.....	6,000 lbs.	* Spring rating front.....	4,800 lbs.
Tire/wheel capacity front.....	6,390 lbs.		

Rear Weights

GAWR rear.....	6,340 lbs.	Axle capacity rear.....	7,280 lbs.
Spring rating rear.....	6,340 lbs.	Tire/wheel capacity rear.....	6,390 lbs.

Off Road

Min ground clearance.....	8.5"	Loading floor height.....	36.8 "
Approach angle.....	17.4	Departure angle.....	20.8

Exterior Measurements

Vehicle body length.....	266.2"	Vehicle body width.....	80.0"
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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Vehicle body height	81.3"	Wheelbase	176.0"
Front brake diameter	14.3"	Cargo box length	98.1"
Rear brake diameter	14.3"	Cargo box min width	50.5"
Cargo box volume	78.5 cu.ft.	Pickup box depth	21.1"
Cargo box max width	66.9"	Cargo box tailgate width	60.5"
Cargo box length feet	8.0	Front track	68.3"
Rear track	67.2"	Vehicle turning radius	28.9"
Cab to axle	56.1"	Frame section modulus	10.7 cu.in.
Frame yield strength (psi)	50000.0	Front bumper to front axle	38.2"
Front bumper to back of cab	151.8"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
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Interior Volume

Total passenger volume	131.8 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
--------------------	-------	---------------------	-------

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------	-------	---------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
-------------------------	-------	--------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
--------------------	-------	---------------------	-------

Powertrain**Engine**

Engine 6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder	2
Engine cylinders	Injection type	sequential MPI
Engine location	Ignition	Spark ignition system
Engine mounting direction	Engine block material	Iron engine block
Engine		
Cylinder head material		
Aluminum cylinder head		

Engine Specs

Displacement	6.8L	cc	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant

Engine Power

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Horsepower.....	405 HP@5000 RPM	Torque.....	445 lb.-ft.@4000 RPM
Alternator			
Alternator amps.....	160A	Alternator type.....	Regular duty alternator
Battery			
Battery amps.....	68Ah	Battery type.....	HD lead acid battery
Battery rating.....	750CCA	Battery run down protection.....	Battery run down protection
Engine Extras			
Radiator.....	Radiator		
Transmission			
Transmission.....	TorqShift 10-speed automatic	Transmission electronic control.....	Transmission electronic control
Overdrive transmission.....	Overdrive transmission	Lock-up transmission.....	Lock-up transmission
First gear ratio.....	4.696	Second gear ratio.....	2.985
Third gear ratio.....	2.146	Fourth gear ratio.....	1.769
Fifth gear ratio.....	1.52	Sixth gear ratio.....	1.275
Reverse gear ratio.....	4.866	Seventh gear ratio.....	1
Eighth gear ratio.....	0.854	Ninth gear ratio.....	0.689
Tenth gear ratio.....	0.636	Stall ratio.....	1.97
Selectable mode transmission.....	Selectable mode transmission	Sequential shift control.....	SelectShift Sequential shift control
Transmission oil cooler.....	Transmission oil cooler		
Drive Type			
4WD type.....	Part-time 4WD	Drive type.....	Four-wheel drive
Drivetrain			
Axle ratio.....	3.73		
Exhaust			
Tailpipe.....	Stainless steel single exhaust		
Fuel			
Fuel type.....	regular unleaded		
Fuel Tank			
Fuel tank capacity.....	48.00 gal.		
Drive Feature			
Traction control.....	All-speed ABS and driveline traction control	Locking hub control.....	Auto locking hub control
Transfer case.....	Electronic transfer case shift		

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type..... Gasoline secondary fuel type

Emissions

Emissions..... Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types..... E85 additional fuel types

Suspension and Handling

Suspension

Suspension..... Firm ride suspension

Front shock absorbers..... Heavy-duty front shock absorbers

Rear shock absorbers..... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type..... 4-wheel disc brakes

Ventilated brakes..... Front and rear ventilated disc brakes

ABS brakes..... Four channel ABS brakes

ABS brakes..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist..... Hill Start Assist

Brake assist system..... Brake assist system

Front Suspension

Front anti-roll..... Front anti-roll bar

Suspension ride type front..... Mono-beam rigid axle front suspension

Front Spring

Regular front springs..... Regular front springs

Springs front..... Front coil springs

Rear Spring

Springs rear..... Rear leaf springs

Rear springs..... Heavy-duty rear springs

Rear Suspension

Suspension type rear..... Leaf spring rear suspension

Suspension ride type rear..... Rigid axle rear suspension

Steering

Steering..... Hydraulic power-assist steering system

Steering type..... Re-circulating ball steering

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Steering type number of wheels. 2-wheel steering system

Exterior*Front Wheels*

Front wheels diameter.....17"

Front wheels width.....7.5"

Rear Wheels

Rear wheels diameter.....17"

Rear wheels width.....7.5"

Front And Rear Wheels

Appearance.....argent

Material.....steel

Front Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Front wheel - RPM.....649

Rear Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Rear wheel - RPM.....649

Body Exterior*Trailering*

Towing capability.....Trailer towing capability

Towing class.....Class V tow rating

Towing hitch.....Trailer hitch

Towing wiring harness.....Trailer wiring harness

Towing trailer sway.....Trailer sway control

Exterior Features

Box style.....Standard style pickup box

Number of doors.....4 doors

Body

Body panels.....Aluminum body panels with side impact beams

Mirrors

Convex spotter.....Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrorsTurn signal indicator in door mirrors

Spare Tire

Spare tire.....Full-size spare tire with steel wheel

Spare tire location.....Crank-down spare tire

Tires

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Front tires LT load rating..... E

Rear tires LT load rating..... E

Wheels

Wheel covers..... Wheel hub covers

Convenience**Door Locks**

Door locks..... Power door locks with 2 stage unlocking

Keyfob door locks... Keyfob activated door locks

All-in-one keyAll-in-one remote fob and ignition key

Auto door locks..... Auto-locking doors

Tailgate control... Power tailgate/rear door lock

Cruise Control

Cruise control..... Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror..... Day/Night rearview mirror

Exterior MirrorsDoor mirrors..... Power door mirrors
Heated door mirrors..... Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows..... Power first-row windows

Overhead Console

Overhead console..... Full overhead console

Overhead console storage..... Overhead console storage

Passenger Visor

Visor passenger mirror... Passenger visor mirror

Power Outlets

12V power outlets..... 2 12V power outlets

Pickup Box

Boxside steps..... Integrated side steps

Rear Windshield

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

**Selected Equip & Specs (cont'd)**

Rear windshield..... Fixed rear windshield

Storage

Number of beverage holders... 8 beverage holders

Beverage holders rear.... Rear beverage holders

Illuminated glove box Illuminated glove box

Dashboard storage..... Dashboard storage

Windows FeatureOne-touch up window..... Driver and passenger
one-touch up windows**Windows Rear Side**Second-row windows..... Power second-row
windows**Miscellaneous**

Trip computer..... Trip computer

Accessory power.... Retained accessory power

Beverage holders..... Front beverage holders

Glove box..... Illuminated locking glove box

Instrument panel storage..... Instrument panel
covered binOne-touch down window... Driver and passenger
one-touch down windows

PRND in IP..... PRND in IP

Over the air updates..... Over the air updates

Comfort**Climate Control**

Climate control..... Manual climate control

Rear under seat ducts... Rear under seat climate
control ducts

Cabin air filter..... Cabin air filter

Headliner

Headliner material..... Cloth headliner material

Headliner coverage..... Full headliner coverage

Floor Trim

Floor covering..... Full vinyl floor covering

Floor coverage..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Vinyl rear seat upholstery

Rear seatback upholstery... Carpet rear seatback
upholstery**Steering Wheel**

Steering wheel material Urethane steering wheel

Steering wheel telescopic..... Manual telescopic
steering wheel

Steering wheel tilt... Manual tilting steering wheel

Seats and Trim**Seat Capacity**

Seating capacity..... 6

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Front Seats

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

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Superintendent, City of Fayetteville

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

External memory control	SYNC 4 external memory control	Seek scan	Seek scan
Speakers			
Speakers	Standard grade speakers	Speakers number	6
Audio Features			
Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation**Instrumentation**

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	In-radio display clock	Compass	Compass

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

Tinted windows	Light tinted windows
----------------	----------------------

Headlights

Headlights	Halogen headlights	Headlight type	Reflector headlights
------------	--------------------	----------------	----------------------

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Auto headlights AutoLamp auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Pickup box cargo light Pickup box cargo light

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics**Connectivity**

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration Smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security**Airbags**

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Seatbelts

3-point seatbelt Rear seat center 3-point
seatbelt

Height adjustable seatbelts Front height
adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-rollover

Occupant Safety

Child door locks Manual rear child safety door
locks

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

As Configured Vehicle

Code	MSRP
W2B	\$52,100.00
600A	N/C
99A	Included
44F	Included
X37	Included
STDGV	Included
TD8	Included
64A	Included
A	Included
176WB	STD
PAINT	STD
STDRD	Included
WARANT	N/C
425	STD
Z1_01	N/C
AT	\$225.00
Steps	\$600.00
SUBTOTAL	\$52,925.00
Destination Charge	\$1,995.00
TOTAL	\$54,920.00

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11/26/2024

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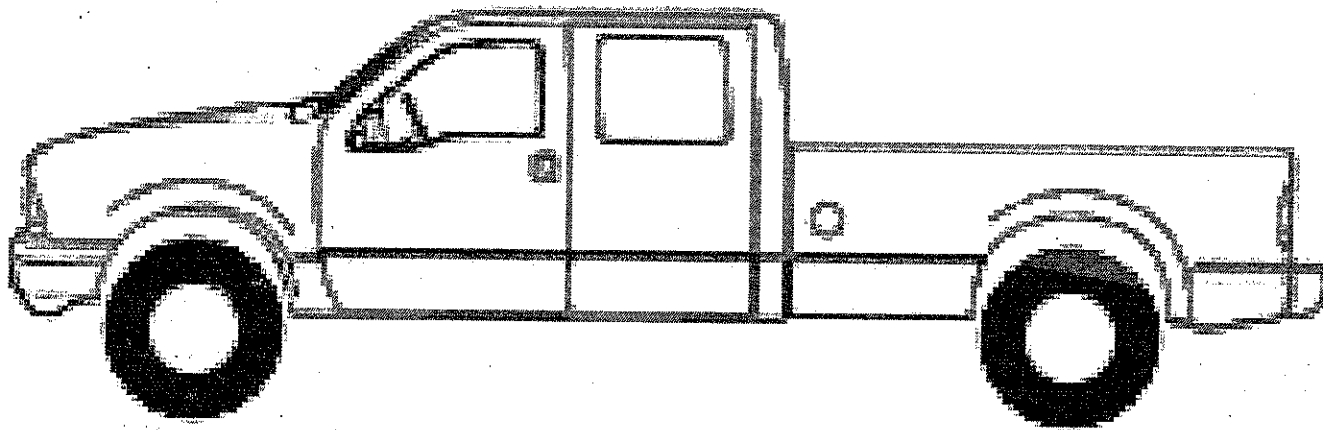


2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 10,000 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 6,699 lbs

TOTAL **7,599 lbs**

Payload 3,260 lbs

Useable Payload 2,360 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
		\$54,920.00
Subtotal		\$54,920.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
	State Bid Pricing	-\$3,487.00
Total		\$51,433.00

Customer Signature

Acceptance Date

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 3

		MSRP
Vehicle Pricing		\$164,760.00
Subtotal		\$164,760.00
Pre-Tax Adjustments		
Code	Description	MSRP
	State Bid Pricing	-\$10,461.00
Total		\$154,299.00

Customer Signature

Acceptance Date

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Vehicle Specifications & Pricing

ITEM 20

TYPE PED 10111950
3/4 Ton Crew Cab
4X4 Wheel Drive

Dealer Name:	SMART FORD MALVERN
Vehicle Make/Model:	2025 FORD F-250
Model Code:	W2B
City MPG Estimate:	N/A
Highway MPG Estimate:	N/A
CO-OP Purchasing One Way Delivery Charge Per Mile:	\$4.25

Plus Option
Code AT
TOTAL
PRICE
\$50,883

[Back to Table of Contents](#)

VEHICLE BID PRICE: \$50,658.00

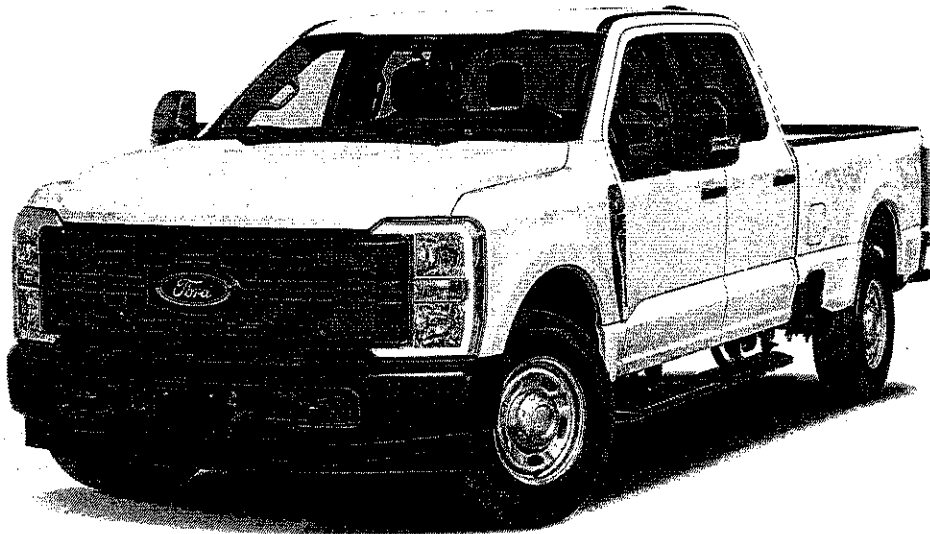
Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Crew Cab Pickup Truck	Crew Cab	
Gross Vehicle Weight Rating	8,500 lbs.	
3/4 Ton	3/4 Ton Pickup	
Wheelbase/CA	Mfg. Std. - List Size	176 W/B
Bed	Long Wide Bed	
Engine		
Engine Size	350hp - List HP, Liters & Cylinders	6.8L 405 HP V-8
Fuel Type	Gasoline	
Transmission/Drivetrain		
Automatic Transmission	Automatic - List Type, Speeds etc.	10-SPEED AUTOMATIC
4X4	4X4 with Auto Locking Hubs	
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	RWD 3.73 REG. AXLE
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	34 GAL.
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front, Step-Type Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Doors & Mirrors		
Doors	4 Full Doors	
Mirrors	Two Outside, Right & Left. One Interior	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio System with AM/FM Stereo	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Tinted Glass	Mfg. Std.	
Gauges/Indicators	Mfg. Std. List Gauges/Indicators	FUEL-OIL-TEMP-ETC.
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4-WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		
Tires & Wheels	Mfg. Std. - List Size	LT245 BSW AS 17
Spare	Mfg. Std. - List Size (Full or Space Saver)	FULL
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR OR 60,000 MILES

ITEM 20	VEHICLE OPTIONS		Dealer Name: SMART FORD MALVERN	
TYPE PED 3/4 Ton Crew Cab 4X4 Wheel Drive Back to Table of Contents			2025 FORD F-250	W2B
Body & Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Bed	QH	Short Bed (deduct)	160" W/B	\$ (125.00)
Engine				
Gasoline Engine Upgrade	CC	List Horsepower, Liters & Cylinders	N-A	\$0.00
Flex Fuel	FFV	Add Flex Fuel	STD	\$0.00
Engine Block Heater	HB	Add Block Heater	41H	\$145.00
Diesel Engine	CA	350 hp Diesel Engine Factory Installed		\$10,995.00
Bio Diesel	BD	350 hp Bio Diesel with OEM Warranty	STD. DIESEL ONLY	\$0.00
PTO	PTO	Power Take Off	62R DIESEL ONLY	\$375.00
CNG system	CNG	Alternative Fuel: CNG system shall include all components necessary to power vehicle with CNG.	98F 6.8L ONLY	\$415.00
Transmission/Drivetrain				
Skid Plate	KO	Add Skid Plate	41P	\$135.00
Limited Slip Differential	LS	Limited Slip Differential	(X3E 6.2L) (X3J 7.3L)	\$535.00
Electrical				
Daytime Running Lights	DL	Add Daytime Running Lights	STD.	\$0.00
Alternator	HA	Heavy Duty Alternator - List Amps	250 AMP	\$225.00
Batteries	DB	Dual Batteries	86M	\$225.00
Power Outlet	EP	Add 12-Volt Power Outlet	66S	\$225.00
Doors & Windows				
Deep Tinted Windows	TG	Add Deep Tinted Glass	924 RREQUIRES REAR DEFROSTER-PWR SLIDNING WINDOW 924-43B-435	\$635.00
Power Windows & Door Locks	XX	Power Windows & Door Locks	STD.	\$0.00
Keyless Entry	KE	Keyless Entry	STD.	\$0.00
Interior				
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	STD.	\$0.00
Cruise	PO	Cruise Control, Factory Installed	STD.	\$0.00
Vinyl Floor	VF	Rubber/Vinyl Flooring	STD.	\$0.00
Cloth Seats	CS	Cloth Seats	1S	\$425.00
Front Buckets	FB	Front Bucket Seats with Console	4S 40/CONSOLE/40	\$645.00
Tires & Wheels				
All Terrain Tires	AT	All Terrain Tires	TBM	\$225.00
Spare	WL	Mounted Full Size Spare	STD.	\$0.00
Towing				
Towing	XO	Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler	STD.	\$0.00
Electric Brake Controller	BC	Add Electric Brake Controller	STD.	\$0.00
Trailer Mirrors	TM	Manual Telescoping Trailer Mirrors	STD.	\$0.00
Towing Differential	BO	Differential for Extra Towing Capability	X3E 6.8L	\$535.00

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515



Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 11/26/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

State Bid Pricing for Item #20 with nerf bars. Quote is for the three F-250s for Transportation.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs

Dimensions

- Conventional Capacity: 13,800 lbs.
- Fifth-wheel towing capacity: 13,600 lbs.
- Front brake diameter: 14.3"
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 8.0'
- Vehicle body width: 80.0"
- Wheelbase: 176.0"
- Front track: 68.3"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 151.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 13,800 lbs.
- Rear brake diameter: 14.3"
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 266.2"
- Vehicle body height: 81.3"
- Vehicle turning radius: 28.9'
- Rear track: 67.2"
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Electronic transfer case shift
- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Auto locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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11/26/2024

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels
- Dynamic Hitch Assist vehicle to trailer hitching assist
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- LT245/75RS17 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- PRND in IP

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel

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Superintendent, City of Fayetteville

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

- Manual tilting steering wheel

- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar

- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- AutoLamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights

- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Pickup box cargo light

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Rear mounted camera
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight.....	6,699 lbs.	Rear curb weight.....	2,718 lbs.
GVWR.....	10,000 lbs.	Payload.....	3,260 lbs.

Trailer Weights

Fifth-wheel towing capacity.....	13,600 lbs.	Gooseneck towing capacity.....	13,800 lbs.
Conventional capacity.....	13,800 lbs.	GCWR.....	21,000 lbs.

Front Weights

Front curb weight.....	3,981 lbs.	* GAWR front.....	4,800 lbs.
Axle capacity front.....	6,000 lbs.	* Spring rating front.....	4,800 lbs.
Tire/wheel capacity front.....	6,390 lbs.		

Rear Weights

GAWR rear.....	6,340 lbs.	Axle capacity rear.....	7,280 lbs.
Spring rating rear.....	6,340 lbs.	Tire/wheel capacity rear.....	6,390 lbs.

Off Road

Min ground clearance.....	8.5"	Loading floor height.....	36.8 "
Approach angle.....	17.4	Departure angle.....	20.8

Exterior Measurements

Vehicle body length.....	266.2"	Vehicle body width.....	80.0"
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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Vehicle body height.....	81.3"	Wheelbase.....	176.0"
Front brake diameter.....	14.3"	Cargo box length.....	98.1"
Rear brake diameter.....	14.3"	Cargo box min width.....	50.5"
Cargo box volume.....	78.5 cu.ft.	Pickup box depth.....	21.1"
Cargo box max width.....	66.9"	Cargo box tailgate width.....	60.5"
Cargo box length feet.....	8.0	Front track.....	68.3"
Rear track.....	67.2"	Vehicle turning radius.....	28.9"
Cab to axle.....	56.1"	Frame section modulus.....	10.7 cu.in.
Frame yield strength (psi).....	50000.0	Front bumper to front axle.....	38.2"
Front bumper to back of cab.....	151.8"		

Interior Measurements

Max interior rear cargo volume.....	52.1 cu.ft.	Interior rear cargo volume with seats folded.....	52.1 cu.ft.
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Interior Volume

Total passenger volume.....	131.8 cu.ft.
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Headroom

Headroom first-row.....	40.8"	Headroom second-row.....	40.4"
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Legroom

Leg room first-row.....	43.9"	Leg room second-row.....	43.6"
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Shoulder Room

Shoulder room first-row.....	66.7"	Shoulder room second-row.....	65.9"
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Hip Room

Hip room first-row.....	62.5"	Hip room second-row.....	64.7"
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Powertrain**Engine**

Engine 6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder.....	2
Engine cylinders..... V-8	Injection type.....	sequential MPI
Engine location..... Front mounted engine	Ignition.....	Spark ignition system
Engine mounting direction..... Longitudinal mounted engine	Engine block material.....	Iron engine block
Cylinder head material..... Aluminum cylinder head		

Engine Specs

Displacement.....	6.8L	cc.....	415 cu.in.
Bore.....	4.22"	Stroke.....	3.68"
Compression ratio.....	10.8	SAEJ1349.....	AUG2004 compliant

Engine Power

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Price Level: 515

Selected Equip & Specs (cont'd)

Horsepower.....	405 HP@5000 RPM	Torque.....	445 lb.-ft.@4000 RPM
Alternator			
Alternator amps.....	160A	Alternator type.....	Regular duty alternator
Battery			
Battery amps.....	68Ah	Battery type.....	HD lead acid battery
Battery rating.....	750CCA	Battery run down protection.....	Battery run down protection
Engine Extras			
Radiator.....	Radiator		
Transmission			
Transmission.....	TorqShift 10-speed automatic	Transmission electronic control.....	Transmission electronic control
Overdrive transmission.....	Overdrive transmission	Lock-up transmission.....	Lock-up transmission
First gear ratio.....	4.696	Second gear ratio.....	2.985
Third gear ratio.....	2.146	Fourth gear ratio.....	1.769
Fifth gear ratio.....	1.52	Sixth gear ratio.....	1.275
Reverse gear ratio.....	4.866	Seventh gear ratio.....	1
Eighth gear ratio.....	0.854	Ninth gear ratio.....	0.689
Tenth gear ratio.....	0.636	Stall ratio.....	1.97
Selectable mode transmission.....	Selectable mode transmission	Sequential shift control.....	SelectShift Sequential shift control
Transmission oil cooler.....	Transmission oil cooler		
Drive Type			
4WD type.....	Part-time 4WD	Drive type.....	Four-wheel drive
Drivetrain			
Axle ratio.....	3.73		
Exhaust			
Tailpipe.....	Stainless steel single exhaust		
Fuel			
Fuel type.....	regular unleaded		
Fuel Tank			
Fuel tank capacity.....	48.00 gal.		
Drive Feature			
Traction control.....	All-speed ABS and driveline traction control	Locking hub control.....	Auto locking hub control
Transfer case.....	Electronic transfer case shift		

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Price Level: 515

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type..... Gasoline secondary fuel type

Emissions

Emissions..... Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types.... E85 additional fuel types

Suspension and Handling

Suspension

Suspension..... Firm ride suspension

Front shock absorbers.... Heavy-duty front shock absorbers

Rear shock absorbers.... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type..... 4-wheel disc brakes

Ventilated brakes. Front and rear ventilated disc brakes

ABS brakes..... Four channel ABS brakes

ABS brakes..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist..... Hill Start Assist

Brake assist system..... Brake assist system

Front Suspension

Front anti-roll..... Front anti-roll bar

Suspension ride type front. Mono-beam rigid axle front suspension

Front Spring

Regular front springs..... Regular front springs

Springs front..... Front coil springs

Rear Spring

Springs rear..... Rear leaf springs

Rear springs..... Heavy-duty rear springs

Rear Suspension

Suspension type rear..... Leaf spring rear suspension

Suspension ride type rear..... Rigid axle rear suspension

Steering

Steering..... Hydraulic power-assist steering system

Steering type..... Re-circulating ball steering

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Price Level: 515

Selected Equip & Specs (cont'd)

Steering type number of wheels. 2-wheel steering system

Exterior*Front Wheels*

Front wheels diameter.....17"

Front wheels width.....7.5"

Rear Wheels

Rear wheels diameter.....17"

Rear wheels width.....7.5"

Front And Rear Wheels

Appearance.....argent

Material.....steel

Front Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Front wheel - RPM.....649

Rear Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Rear wheel - RPM.....649

Body Exterior*Trailering*

Towing capability.....Trailer towing capability

Towing class.....Class V tow rating

Towing hitch.....Trailer hitch

Towing wiring harness.....Trailer wiring harness

Towing trailer sway.....Trailer sway control

Exterior Features

Box style.....Standard style pickup box

Number of doors.....4 doors

Body

Body panels.....Aluminum body panels with side impact beams

Mirrors

Convex spotter.....Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrorsTurn signal indicator in door mirrors

Spare Tire

Spare tire.....Full-size spare tire with steel wheel

Spare tire location.....Crank-down spare tire

Tires

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Price Level: 515

Selected Equip & Specs (cont'd)

Front tires LT load rating..... E

Rear tires LT load rating..... E

Wheels

Wheel covers..... Wheel hub covers

Convenience**Door Locks**

Door locks..... Power door locks with 2 stage unlocking

Keyfob door locks... Keyfob activated door locks

All-in-one key All-in-one remote fob and ignition key

Auto door locks..... Auto-locking doors

Tailgate control... Power tailgate/rear door lock

Cruise Control

Cruise control..... Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror..... Day/Night rearview mirror

Exterior MirrorsDoor mirrors..... Power door mirrors
Heated door mirrors..... Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows..... Power first-row windows

Overhead Console

Overhead console..... Full overhead console

Overhead console storage..... Overhead console storage

Passenger Visor

Visor passenger mirror... Passenger visor mirror

Power Outlets

12V power outlets..... 2 12V power outlets

Pickup Box

Boxside steps..... Integrated side steps

Rear Windshield

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Price Level: 515

**Selected Equip & Specs (cont'd)**

Rear windshield..... Fixed rear windshield

Storage

Number of beverage holders... 8 beverage holders

Beverage holders rear.... Rear beverage holders

Illuminated glove box Illuminated glove box

Dashboard storage..... Dashboard storage

Windows FeatureOne-touch up window..... Driver and passenger
one-touch up windows**Windows Rear Side**Second-row windows..... Power second-row
windows**Miscellaneous**

Trip computer..... Trip computer

Accessory power..... Retained accessory power

Beverage holders..... Front beverage holders

Glove box..... Illuminated locking glove box

Instrument panel storage..... Instrument panel
covered binOne-touch down window..... Driver and passenger
one-touch down windows

PRND in IP..... PRND in IP

Over the air updates..... Over the air updates

Comfort**Climate Control**

Climate control..... Manual climate control

Rear under seat ducts... Rear under seat climate
control ducts

Cabin air filter..... Cabin air filter

Headliner

Headliner material..... Cloth headliner material

Headliner coverage..... Full headliner coverage

Floor Trim

Floor covering..... Full vinyl floor covering

Floor coverage..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Vinyl rear seat upholstery

Rear seatback upholstery... Carpet rear seatback
upholstery**Steering Wheel**

Steering wheel material Urethane steering wheel

Steering wheel telescopic..... Manual telescopic
steering wheel

Steering wheel tilt... Manual tilting steering wheel

Seats and Trim**Seat Capacity**

Seating capacity..... 6

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Price Level: 515

Selected Equip & Specs (cont'd)

Front Seats

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

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Price Level: 515

Selected Equip & Specs (cont'd)

External memory control	SYNC 4 external memory control	Seek scan	Seek scan
Speakers			
Speakers	Standard grade speakers	Speakers number	6
Audio Features			
Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation**Instrumentation**

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	In-radio display clock	Compass	Compass

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

Tinted windows	Light tinted windows
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Headlights

Headlights	Halogen headlights	Headlight type	Reflector headlights
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Price Level: 515

Selected Equip & Specs (cont'd)

Auto headlights AutoLamp auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Pickup box cargo light Pickup box cargo light

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration Smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

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Price Level: 515

Selected Equip & Specs (cont'd)

Seatbelts

3-point seatbelt Rear seat center 3-point
seatbelt

Height adjustable seatbelts Front height
adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-rollover

Occupant Safety

Child door locks Manual rear child safety door
locks

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

As Configured Vehicle

Code	MSRP
W2B	\$52,100.00
600A	N/C
99A	Included
44F	Included
X37	Included
STDGV	Included
TD8	Included
64A	Included
A	Included
176WB	STD
PAINT	STD
STDRD	Included
WARANT	N/C
425	STD
Z1_01	N/C
AT	\$225.00
Steps	\$600.00
SUBTOTAL	\$52,925.00
Destination Charge	\$1,995.00
TOTAL	\$54,920.00

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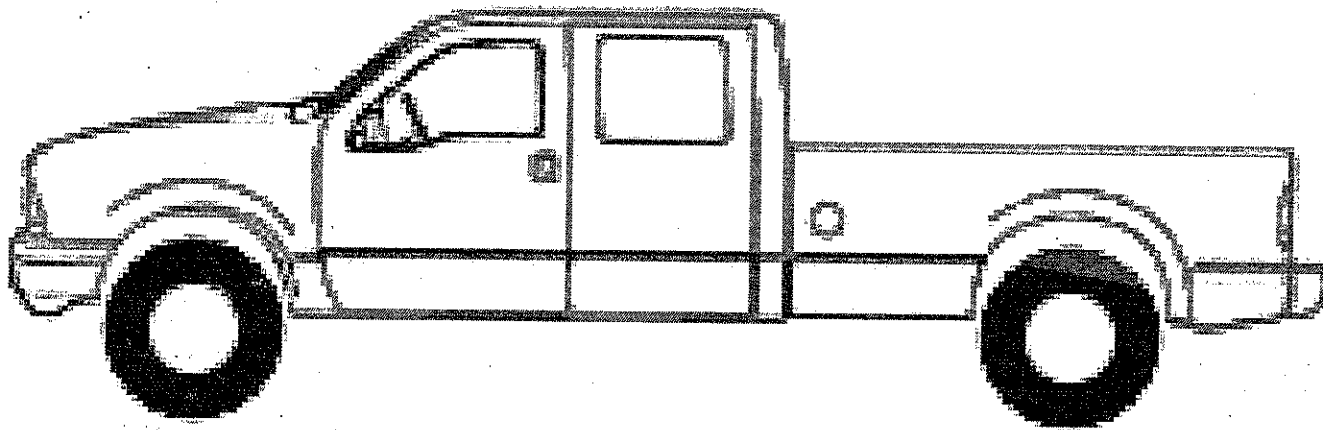
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Price Level: 515

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 10,000 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 6,699 lbs

TOTAL **7,599 lbs**

Payload 3,260 lbs

Useable Payload 2,360 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Price Level: 515

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
		\$54,920.00
Subtotal		\$54,920.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
	State Bid Pricing	-\$3,487.00
Total		\$51,433.00

Customer Signature

Acceptance Date

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 3

		MSRP
Vehicle Pricing		\$164,760.00
Subtotal		\$164,760.00
Pre-Tax Adjustments		
Code	Description	MSRP
	State Bid Pricing	-\$10,461.00
Total		\$154,299.00

Customer Signature

Acceptance Date

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Vehicle Specifications & Pricing

ITEM 20

TYPE PED 10111950
3/4 Ton Crew Cab
4X4 Wheel Drive

Dealer Name:	SMART FORD MALVERN
Vehicle Make/Model:	2025 FORD F-250
Model Code:	W2B
City MPG Estimate:	N/A
Highway MPG Estimate:	N/A
CO-OP Purchasing One Way Delivery Charge Per Mile:	\$4.25

Plus Option
Code AT
TOTAL
PRICE
\$50,883

[Back to Table of Contents](#)

VEHICLE BID PRICE: \$50,658.00

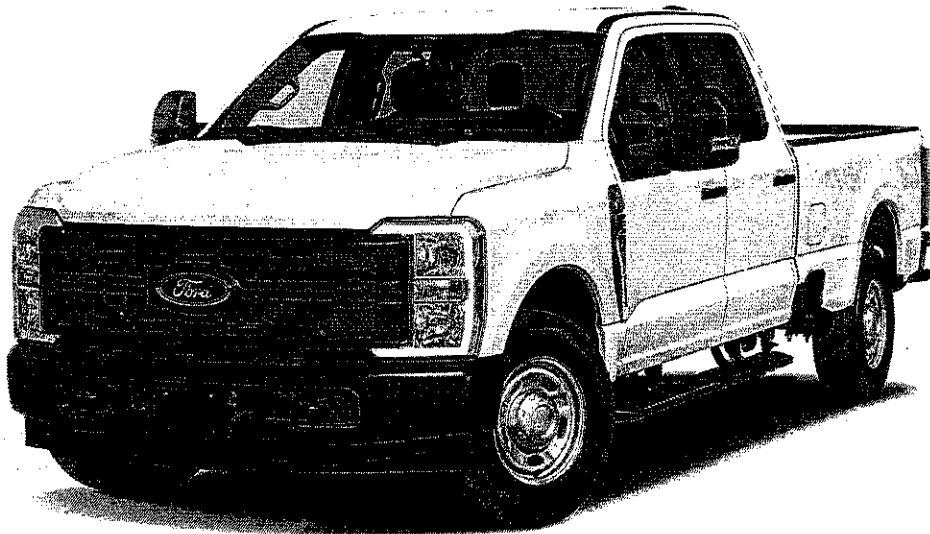
Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Crew Cab Pickup Truck	Crew Cab	
Gross Vehicle Weight Rating	8,500 lbs.	
3/4 Ton	3/4 Ton Pickup	
Wheelbase/CA	Mfg. Std. - List Size	176 W/B
Bed	Long Wide Bed	
Engine		
Engine Size	350hp - List HP, Liters & Cylinders	6.8L 405 HP V-8
Fuel Type	Gasoline	
Transmission/Drivetrain		
Automatic Transmission	Automatic - List Type, Speeds etc.	10-SPEED AUTOMATIC
4X4	4X4 with Auto Locking Hubs	
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	RWD 3.73 REG. AXLE
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	34 GAL.
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front, Step-Type Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Doors & Mirrors		
Doors	4 Full Doors	
Mirrors	Two Outside, Right & Left. One Interior	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio System with AM/FM Stereo	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Tinted Glass	Mfg. Std.	
Gauges/Indicators	Mfg. Std. List Gauges/Indicators	FUEL-OIL-TEMP-ETC.
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4-WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		
Tires & Wheels	Mfg. Std. - List Size	LT245 BSW AS 17
Spare	Mfg. Std. - List Size (Full or Space Saver)	FULL
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR OR 60,000 MILES

ITEM 20	VEHICLE OPTIONS		Dealer Name: SMART FORD MALVERN	
TYPE PED 3/4 Ton Crew Cab 4X4 Wheel Drive Back to Table of Contents			2025 FORD F-250	W2B
Body & Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Bed	QH	Short Bed (deduct)	160" W/B	\$ (125.00)
Engine				
Gasoline Engine Upgrade	CC	List Horsepower, Liters & Cylinders	N-A	\$0.00
Flex Fuel	FFV	Add Flex Fuel	STD	\$0.00
Engine Block Heater	HB	Add Block Heater	41H	\$145.00
Diesel Engine	CA	350 hp Diesel Engine Factory Installed		\$10,995.00
Bio Diesel	BD	350 hp Bio Diesel with OEM Warranty	STD. DIESEL ONLY	\$0.00
PTO	PTO	Power Take Off	62R DIESEL ONLY	\$375.00
CNG system	CNG	Alternative Fuel: CNG system shall include all components necessary to power vehicle with CNG.	98F 6.8L ONLY	\$415.00
Transmission/Drivetrain				
Skid Plate	KO	Add Skid Plate	41P	\$135.00
Limited Slip Differential	LS	Limited Slip Differential	(X3E 6.2L) (X3J 7.3L)	\$535.00
Electrical				
Daytime Running Lights	DL	Add Daytime Running Lights	STD.	\$0.00
Alternator	HA	Heavy Duty Alternator - List Amps	250 AMP	\$225.00
Batteries	DB	Dual Batteries	86M	\$225.00
Power Outlet	EP	Add 12-Volt Power Outlet	66S	\$225.00
Doors & Windows				
Deep Tinted Windows	TG	Add Deep Tinted Glass	924 RREQUIRES REAR DEFROSTER-PWR SLIDNING WINDOW 924-43B-435	\$635.00
Power Windows & Door Locks	XX	Power Windows & Door Locks	STD.	\$0.00
Keyless Entry	KE	Keyless Entry	STD.	\$0.00
Interior				
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	STD.	\$0.00
Cruise	PO	Cruise Control, Factory Installed	STD.	\$0.00
Vinyl Floor	VF	Rubber/Vinyl Flooring	STD.	\$0.00
Cloth Seats	CS	Cloth Seats	1S	\$425.00
Front Buckets	FB	Front Bucket Seats with Console	4S 40/CONSOLE/40	\$645.00
Tires & Wheels				
All Terrain Tires	AT	All Terrain Tires	TBM	\$225.00
Spare	WL	Mounted Full Size Spare	STD.	\$0.00
Towing				
Towing	XO	Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler	STD.	\$0.00
Electric Brake Controller	BC	Add Electric Brake Controller	STD.	\$0.00
Trailer Mirrors	TM	Manual Telescoping Trailer Mirrors	STD.	\$0.00
Towing Differential	BO	Differential for Extra Towing Capability	X3E 6.8L	\$535.00

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515



Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 11/26/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

State Bid Pricing for Item #20 with nerf bars. Quote is for the three F-250s for Transportation.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs

Dimensions

- Conventional Capacity: 13,800 lbs.
- Fifth-wheel towing capacity: 13,600 lbs.
- Front brake diameter: 14.3"
- Cargo box length: 98.1"
- Cargo box volume: 78.5 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 8.0'
- Vehicle body width: 80.0"
- Wheelbase: 176.0"
- Front track: 68.3"
- Cab to axle: 56.1"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 151.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 13,800 lbs.
- Rear brake diameter: 14.3"
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 266.2"
- Vehicle body height: 81.3"
- Vehicle turning radius: 28.9'
- Rear track: 67.2"
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Electronic transfer case shift
- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- Auto locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels
- Dynamic Hitch Assist vehicle to trailer hitching assist
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- LT245/75RS17 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- PRND in IP

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

- Manual tilting steering wheel

- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar

- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- AutoLamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights

- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Pickup box cargo light

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Rear mounted camera
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight.....	6,699 lbs.	Rear curb weight.....	2,718 lbs.
GVWR.....	10,000 lbs.	Payload.....	3,260 lbs.

Trailing Weights

Fifth-wheel towing capacity.....	13,600 lbs.	Gooseneck towing capacity.....	13,800 lbs.
Conventional capacity.....	13,800 lbs.	GCWR.....	21,000 lbs.

Front Weights

Front curb weight.....	3,981 lbs.	* GAWR front.....	4,800 lbs.
Axle capacity front.....	6,000 lbs.	* Spring rating front.....	4,800 lbs.
Tire/wheel capacity front.....	6,390 lbs.		

Rear Weights

GAWR rear.....	6,340 lbs.	Axle capacity rear.....	7,280 lbs.
Spring rating rear.....	6,340 lbs.	Tire/wheel capacity rear.....	6,390 lbs.

Off Road

Min ground clearance.....	8.5"	Loading floor height.....	36.8 "
Approach angle.....	17.4	Departure angle.....	20.8

Exterior Measurements

Vehicle body length.....	266.2"	Vehicle body width.....	80.0"
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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Vehicle body height.....	81.3"	Wheelbase.....	176.0"
Front brake diameter.....	14.3"	Cargo box length.....	98.1"
Rear brake diameter.....	14.3"	Cargo box min width.....	50.5"
Cargo box volume.....	78.5 cu.ft.	Pickup box depth.....	21.1"
Cargo box max width.....	66.9"	Cargo box tailgate width.....	60.5"
Cargo box length feet.....	8.0	Front track.....	68.3"
Rear track.....	67.2"	Vehicle turning radius.....	28.9"
Cab to axle.....	56.1"	Frame section modulus.....	10.7 cu.in.
Frame yield strength (psi).....	50000.0	Front bumper to front axle.....	38.2"
Front bumper to back of cab.....	151.8"		

Interior Measurements

Max interior rear cargo volume.....	52.1 cu.ft.	Interior rear cargo volume with seats folded.....	52.1 cu.ft.
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Interior Volume

Total passenger volume.....	131.8 cu.ft.
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Headroom

Headroom first-row.....	40.8"	Headroom second-row.....	40.4"
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Legroom

Leg room first-row.....	43.9"	Leg room second-row.....	43.6"
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Shoulder Room

Shoulder room first-row.....	66.7"	Shoulder room second-row.....	65.9"
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Hip Room

Hip room first-row.....	62.5"	Hip room second-row.....	64.7"
-------------------------	-------	--------------------------	-------

Powertrain**Engine**

Engine 6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder.....	2
Engine cylinders..... V-8	Injection type.....	sequential MPI
Engine location..... Front mounted engine	Ignition.....	Spark ignition system
Engine mounting direction..... Longitudinal mounted engine	Engine block material.....	Iron engine block
Cylinder head material..... Aluminum cylinder head		

Engine Specs

Displacement.....	6.8L	cc.....	415 cu.in.
Bore.....	4.22"	Stroke.....	3.68"
Compression ratio.....	10.8	SAEJ1349.....	AUG2004 compliant

Engine Power

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Horsepower.....	405 HP@5000 RPM	Torque.....	445 lb.-ft.@4000 RPM
Alternator			
Alternator amps.....	160A	Alternator type.....	Regular duty alternator
Battery			
Battery amps.....	68Ah	Battery type.....	HD lead acid battery
Battery rating.....	750CCA	Battery run down protection.....	Battery run down protection
Engine Extras			
Radiator.....	Radiator		
Transmission			
Transmission.....	TorqShift 10-speed automatic	Transmission electronic control.....	Transmission electronic control
Overdrive transmission.....	Overdrive transmission	Lock-up transmission.....	Lock-up transmission
First gear ratio.....	4.696	Second gear ratio.....	2.985
Third gear ratio.....	2.146	Fourth gear ratio.....	1.769
Fifth gear ratio.....	1.52	Sixth gear ratio.....	1.275
Reverse gear ratio.....	4.866	Seventh gear ratio.....	1
Eighth gear ratio.....	0.854	Ninth gear ratio.....	0.689
Tenth gear ratio.....	0.636	Stall ratio.....	1.97
Selectable mode transmission.....	Selectable mode transmission	Sequential shift control.....	SelectShift Sequential shift control
Transmission oil cooler.....	Transmission oil cooler		
Drive Type			
4WD type.....	Part-time 4WD	Drive type.....	Four-wheel drive
Drivetrain			
Axle ratio.....	3.73		
Exhaust			
Tailpipe.....	Stainless steel single exhaust		
Fuel			
Fuel type.....	regular unleaded		
Fuel Tank			
Fuel tank capacity.....	48.00 gal.		
Drive Feature			
Traction control.....	All-speed ABS and driveline traction control	Locking hub control.....	Auto locking hub control
Transfer case.....	Electronic transfer case shift		

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type..... Gasoline secondary fuel type

Emissions

Emissions..... Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types.... E85 additional fuel types

Suspension and Handling

Suspension

Suspension..... Firm ride suspension

Front shock absorbers.... Heavy-duty front shock absorbers

Rear shock absorbers.... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type..... 4-wheel disc brakes

Ventilated brakes. Front and rear ventilated disc brakes

ABS brakes..... Four channel ABS brakes

ABS brakes..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist..... Hill Start Assist

Brake assist system..... Brake assist system

Front Suspension

Front anti-roll..... Front anti-roll bar

Suspension ride type front. Mono-beam rigid axle front suspension

Front Spring

Regular front springs..... Regular front springs

Springs front..... Front coil springs

Rear Spring

Springs rear..... Rear leaf springs

Rear springs..... Heavy-duty rear springs

Rear Suspension

Suspension type rear..... Leaf spring rear suspension

Suspension ride type rear..... Rigid axle rear suspension

Steering

Steering..... Hydraulic power-assist steering system

Steering type..... Re-circulating ball steering

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Steering type number of wheels. 2-wheel steering system

Exterior*Front Wheels*

Front wheels diameter.....17"

Front wheels width.....7.5"

Rear Wheels

Rear wheels diameter.....17"

Rear wheels width.....7.5"

Front And Rear Wheels

Appearance.....argent

Material.....steel

Front Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Front wheel - RPM.....649

Rear Tires

Aspect.....75

Diameter.....17"

Sidewalls.....BSW

Speed.....S

Tread.....AS

Type.....LT

Width.....245mm

Rear wheel - RPM.....649

Body Exterior*Trailering*

Towing capability.....Trailer towing capability

Towing class.....Class V tow rating

Towing hitch.....Trailer hitch

Towing wiring harness.....Trailer wiring harness

Towing trailer sway.....Trailer sway control

Exterior Features

Box style.....Standard style pickup box

Number of doors.....4 doors

Body

Body panels.....Aluminum body panels with side impact beams

Mirrors

Convex spotter.....Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrorsTurn signal indicator in door mirrors

Spare Tire

Spare tire.....Full-size spare tire with steel wheel

Spare tire location.....Crank-down spare tire

Tires

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Front tires LT load rating..... E

Rear tires LT load rating..... E

Wheels

Wheel covers..... Wheel hub covers

Convenience**Door Locks**

Door locks..... Power door locks with 2 stage unlocking

Keyfob door locks... Keyfob activated door locks

All-in-one keyAll-in-one remote fob and ignition key

Auto door locks..... Auto-locking doors

Tailgate control... Power tailgate/rear door lock

Cruise Control

Cruise control..... Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror..... Day/Night rearview mirror

Exterior MirrorsDoor mirrors..... Power door mirrors
Heated door mirrors..... Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows..... Power first-row windows

Overhead Console

Overhead console..... Full overhead console

Overhead console storage..... Overhead console storage

Passenger Visor

Visor passenger mirror... Passenger visor mirror

Power Outlets

12V power outlets..... 2 12V power outlets

Pickup Box

Boxside steps..... Integrated side steps

Rear Windshield

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

**Selected Equip & Specs (cont'd)**

Rear windshield..... Fixed rear windshield

Storage

Number of beverage holders... 8 beverage holders

Beverage holders rear.... Rear beverage holders

Illuminated glove box Illuminated glove box

Dashboard storage..... Dashboard storage

Windows FeatureOne-touch up window..... Driver and passenger
one-touch up windows**Windows Rear Side**Second-row windows..... Power second-row
windows**Miscellaneous**

Trip computer..... Trip computer

Accessory power.... Retained accessory power

Beverage holders..... Front beverage holders

Glove box..... Illuminated locking glove box

Instrument panel storage..... Instrument panel
covered binOne-touch down window... Driver and passenger
one-touch down windows

PRND in IP..... PRND in IP

Over the air updates..... Over the air updates

Comfort**Climate Control**

Climate control..... Manual climate control

Rear under seat ducts... Rear under seat climate
control ducts

Cabin air filter..... Cabin air filter

Headliner

Headliner material..... Cloth headliner material

Headliner coverage..... Full headliner coverage

Floor Trim

Floor covering..... Full vinyl floor covering

Floor coverage..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Vinyl rear seat upholstery

Rear seatback upholstery... Carpet rear seatback
upholstery**Steering Wheel**

Steering wheel material Urethane steering wheel

Steering wheel telescopic..... Manual telescopic
steering wheel

Steering wheel tilt... Manual tilting steering wheel

Seats and Trim**Seat Capacity**

Seating capacity..... 6

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Front Seats

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

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Superintendent, City of Fayetteville

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)External memory..... SYNC 4 external memory
control

Seek scan..... Seek scan

Speakers

Speakers..... Standard grade speakers

Speakers number..... 6

Audio FeaturesSteering mounted audio control..... Steering wheel
mounted audio controls

Speed sensitive volume..... Speed sensitive volume

Voice activated audio..... SYNC 4 voice activated
audio controlsWireless streaming..... Bluetooth wireless audio
streaming**Lighting, Visibility and Instrumentation****Instrumentation**

Trip odometer..... Trip odometer

Instrumentation display..... Digital/analog
instrumentation displayConfigurable instrumentation gauges..... Configurable
instrumentation gauges**Instrumentation Displays**Temperature display..... Exterior temperature
displayDriver information center..... Driver information
center

Clock..... In-radio display clock

Compass..... Compass

Instrumentation Gauges

Tachometer..... Tachometer

Oil pressure gauge..... Oil pressure gauge

Transmission temperature gauge..... Transmission
fluid temperature gaugeEngine/electric motor temperature
gauge..... Engine/electric motor temperature
gauge

Gauge cluster display size (inches)..... 4.20

Engine hour meter..... Engine hour meter

Instrumentation WarningsEngine temperature warning..... Engine temperature
warning

Oil pressure warning..... Oil pressure warning

Low fuel warning..... Low fuel warning

Low brake fluid warning..... Low brake fluid warning

Battery charge warning..... Battery charge warning

Headlights on reminder..... Headlights on reminder

Key in vehicle warning..... Key in vehicle warning

Door ajar warning..... Door ajar warning

Service interval warning..... Service interval indicator

Low tire pressure warning..... Tire specific low air
pressure warning**Glass**

Tinted windows..... Light tinted windows

Headlights

Headlights..... Halogen headlights

Headlight type..... Reflector headlights

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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Selected Equip & Specs (cont'd)

Auto headlights AutoLamp auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Pickup box cargo light Pickup box cargo light

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics**Connectivity**

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration Smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security**Airbags**

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

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2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Selected Equip & Specs (cont'd)

Seatbelts

3-point seatbelt Rear seat center 3-point
seatbelt

Height adjustable seatbelts Front height
adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year
included with activation) security system

Remote panic alarm Remote panic alarm

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control
system with anti-rollover

Occupant Safety

Child door locks Manual rear child safety door
locks

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

As Configured Vehicle

Code	MSRP
W2B	\$52,100.00
600A	N/C
99A	Included
44F	Included
X37	Included
STDGV	Included
TD8	Included
64A	Included
A	Included
176WB	STD
PAINT	STD
STDRD	Included
WARANT	N/C
425	STD
Z1_01	N/C
AT	\$225.00
Steps	\$600.00
SUBTOTAL	\$52,925.00
Destination Charge	\$1,995.00
TOTAL	\$54,920.00

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Superintendent, City of Fayetteville

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11/26/2024

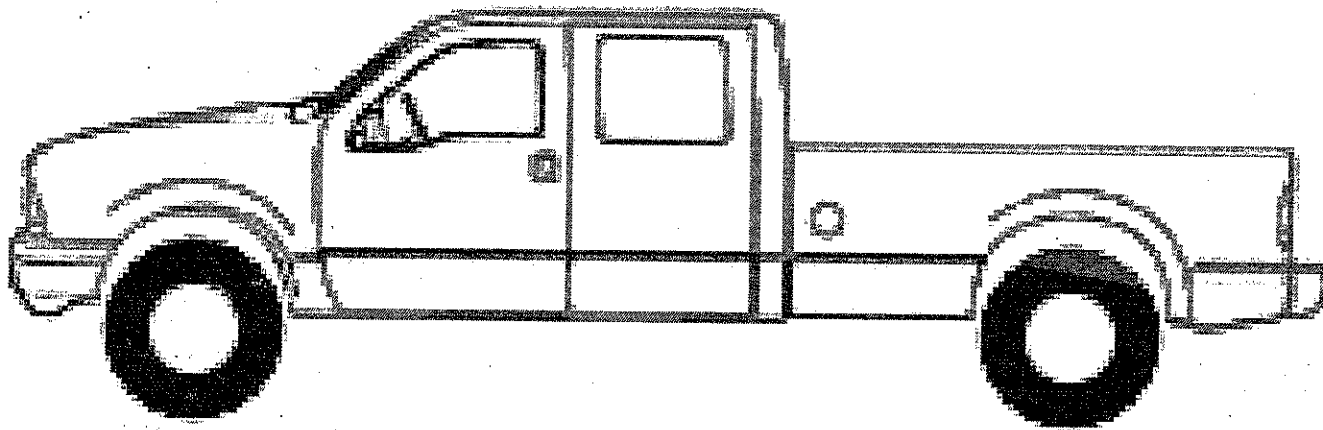
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**2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 515

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 10,000 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 6,699 lbs

TOTAL **7,599 lbs**

Payload 3,260 lbs

Useable Payload 2,360 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
		\$54,920.00
Subtotal		\$54,920.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
	State Bid Pricing	-\$3,487.00
Total		\$51,433.00

Customer Signature

Acceptance Date

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

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11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 515

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 3

		MSRP
Vehicle Pricing		\$164,760.00
Subtotal		\$164,760.00
Pre-Tax Adjustments		
Code	Description	MSRP
	State Bid Pricing	-\$10,461.00
Total		\$154,299.00

Customer Signature

Acceptance Date

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Vehicle Specifications & Pricing

ITEM 20

TYPE PED 10111950
3/4 Ton Crew Cab
4X4 Wheel Drive

Dealer Name:	SMART FORD MALVERN
Vehicle Make/Model:	2025 FORD F-250
Model Code:	W2B
City MPG Estimate:	N/A
Highway MPG Estimate:	N/A
CO-OP Purchasing One Way Delivery Charge Per Mile:	\$4.25

Plus Option
Code AT
TOTAL
PRICE
\$50,883

[Back to Table of Contents](#)

VEHICLE BID PRICE: \$50,658.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Crew Cab Pickup Truck	Crew Cab	
Gross Vehicle Weight Rating	8,500 lbs.	
3/4 Ton	3/4 Ton Pickup	
Wheelbase/CA	Mfg. Std. - List Size	176 W/B
Bed	Long Wide Bed	
Engine		
Engine Size	350hp - List HP, Liters & Cylinders	6.8L 405 HP V-8
Fuel Type	Gasoline	
Transmission/Drivetrain		
Automatic Transmission	Automatic - List Type, Speeds etc.	10-SPEED AUTOMATIC
4X4	4X4 with Auto Locking Hubs	
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	RWD 3.73 REG. AXLE
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	34 GAL.
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front, Step-Type Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Doors & Mirrors		
Doors	4 Full Doors	
Mirrors	Two Outside, Right & Left. One Interior	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio System with AM/FM Stereo	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Tinted Glass	Mfg. Std.	
Gauges/Indicators	Mfg. Std. List Gauges/Indicators	FUEL-OIL-TEMP-ETC.
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4-WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		
Tires & Wheels	Mfg. Std. - List Size	LT245 BSW AS 17
Spare	Mfg. Std. - List Size (Full or Space Saver)	FULL
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR OR 60,000 MILES

ITEM 20	VEHICLE OPTIONS		Dealer Name: SMART FORD MALVERN	
TYPE PED 3/4 Ton Crew Cab 4X4 Wheel Drive Back to Table of Contents			2025 FORD F-250	W2B
Body & Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Bed	QH	Short Bed (deduct)	160" W/B	\$ (125.00)
Engine				
Gasoline Engine Upgrade	CC	List Horsepower, Liters & Cylinders	N-A	\$0.00
Flex Fuel	FFV	Add Flex Fuel	STD	\$0.00
Engine Block Heater	HB	Add Block Heater	41H	\$145.00
Diesel Engine	CA	350 hp Diesel Engine Factory Installed		\$10,995.00
Bio Diesel	BD	350 hp Bio Diesel with OEM Warranty	STD. DIESEL ONLY	\$0.00
PTO	PTO	Power Take Off	62R DIESEL ONLY	\$375.00
CNG system	CNG	Alternative Fuel: CNG system shall include all components necessary to power vehicle with CNG.	98F 6.8L ONLY	\$415.00
Transmission/Drivetrain				
Skid Plate	KO	Add Skid Plate	41P	\$135.00
Limited Slip Differential	LS	Limited Slip Differential	(X3E 6.2L) (X3J 7.3L)	\$535.00
Electrical				
Daytime Running Lights	DL	Add Daytime Running Lights	STD.	\$0.00
Alternator	HA	Heavy Duty Alternator - List Amps	250 AMP	\$225.00
Batteries	DB	Dual Batteries	86M	\$225.00
Power Outlet	EP	Add 12-Volt Power Outlet	66S	\$225.00
Doors & Windows				
Deep Tinted Windows	TG	Add Deep Tinted Glass	924 RREQUIRES REAR DEFROSTER-PWR SLIDNING WINDOW 924-43B-435	\$635.00
Power Windows & Door Locks	XX	Power Windows & Door Locks	STD.	\$0.00
Keyless Entry	KE	Keyless Entry	STD.	\$0.00
Interior				
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	STD.	\$0.00
Cruise	PO	Cruise Control, Factory Installed	STD.	\$0.00
Vinyl Floor	VF	Rubber/Vinyl Flooring	STD.	\$0.00
Cloth Seats	CS	Cloth Seats	1S	\$425.00
Front Buckets	FB	Front Bucket Seats with Console	4S 40/CONSOLE/40	\$645.00
Tires & Wheels				
All Terrain Tires	AT	All Terrain Tires	TBM	\$225.00
Spare	WL	Mounted Full Size Spare	STD.	\$0.00
Towing				
Towing	XO	Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler	STD.	\$0.00
Electric Brake Controller	BC	Add Electric Brake Controller	STD.	\$0.00
Trailer Mirrors	TM	Manual Telescoping Trailer Mirrors	STD.	\$0.00
Towing Differential	BO	Differential for Extra Towing Capability	X3E 6.8L	\$535.00

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 535



Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704

Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/27/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 535 | Quote ID: 1126Mav1

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID 1126Mav1 11/27/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

State bid pricing has been applied with following options AO AWD and XO tow pack.

ETA 3-4 Months

PRKS-F037

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 535

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Vehicle turning radius: 20.0'
- Rear track: 62.8"
- Total passenger volume: 98.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 36.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,145 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Front track: 63.4"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- * **Torque: 280 lb.-ft.@3000 RPM**
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Automatic full-time AWD
- * **Recommended fuel: premium unleaded**
- All-speed ABS and driveline traction control
- * **2L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 250HP**
- * **Horsepower: 250 HP@5500 RPM**
- Radiator
- Auto stop-start engine
- * **8-speed automatic**
- All-wheel drive
- Easy Fuel capless fuel filler
- Permanent locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Electric additional fuel types
- * **LEV3-ULEV50 emissions**

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

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2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 535

Selected Equip & Specs (cont'd)

- Electronic parking brake
- Automatic brake hold
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Short and long arm rear suspension
- Electric power-assist steering system
- Driver selectable steering effort

Body Exterior

- * **Trailer wiring harness**
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black rear window trim
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear silver steel wheels
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Fixed rear windshield
- Standard glove box
- 1 seatback storage pocket
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Front beverage holders
- 12 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- PRND in IP

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Cabin air filter
- Voice-activated climate control

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 535

Selected Equip & Specs (cont'd)

- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Fixed rear head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM/satellite**
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Wireless audio streaming
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- External memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- * **Tachometer**
- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Driver information center
- Engine/electric motor temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights

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**2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)**

Price Level: 535

Selected Equip & Specs (cont'd)

- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light
- Pickup box cargo light
- Fixed interval front windshield wipers
- Front reading lights
- LED daytime running lights
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device mirroring
- FordPass Connect 5G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 3 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Lane-Keeping Aid
- Pre-Collision Assist with Pedestrian Detection
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Rear mounted camera
- Manual rear child safety door locks

Dimensions**General Weights**

Curb weight	3,856 lbs.	* GVWR	5,240 lbs.
-------------	------------	--------	------------

Trailing Weights

Conventional capacity	2,000 lbs.	GCWR	6,145 lbs.
-----------------------	------------	------	------------

Off Road

Min ground clearance	8.6"	Loading floor height	30.1 "
Approach angle	21.6	Departure angle	21.2

Exterior Measurements

Vehicle body length	199.7"	Vehicle body width	72.6"
Vehicle body height	68.7"	Wheelbase	121.1"
Cargo box length	54.4"	Cargo box min width	42.6"

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Price Level: 535

Selected Equip & Specs (cont'd)

Cargo box volume 33.3 cu.ft.
Cargo box max width 53.3"
Cargo box tailgate width 49.8"
Front track 63.4"
Vehicle turning radius 20.0'

Pickup box depth 20.3"
Cargo box max length 72.0"
Cargo box length feet 4.5
Rear track 62.8"
Front bumper to back of cab 137.6"

Interior Volume

Total passenger volume 98.3 cu.ft.

Headroom

Headroom first-row 40.3"

Headroom second-row 39.6"

Legroom

Leg room first-row 42.8"

Leg room second-row 36.9"

Shoulder Room

Shoulder room first-row 57.3"

Shoulder room second-row 55.6"

Hip Room

Hip room first-row 55.4"

Hip room second-row 54.1"

Powertrain**Engine**

* **Engine** **2L I-4 gasoline direct injection,
DOHC, variable valve control, intercooled
turbo, engine with 250HP**

Valves per cylinder 4

Engine cylinders I-4

Ignition Spark ignition system

Engine location Front mounted engine

Engine mounting direction Transverse mounted
engine

Engine block material Aluminum engine block

Cylinder head material Aluminum cylinder head

Engine Specs* **Displacement** **2.0L*** **cc** **122 cu.in.*** **Bore** **3.44"*** **Stroke** **3.27"*** **Compression ratio** **10.0****Engine Power*** **Horsepower** **250 HP@5500 RPM*** **Torque** **280 lb.-ft.@3000 RPM****Alternator**

Alternator amps 150A

Alternator type Regenerative alternator

Battery

Battery amps 45Ah

Battery type Lead acid battery

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**2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)**

Price Level: 535

Selected Equip & Specs (cont'd)

Battery rating 390CCA

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator

Start-stop engine Auto stop-start engine

Starter Hybrid electric motor starter

Drivetrain selectable Driver selectable drivetrain mode

*Transmission** Transmission **8-speed automatic**

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

Lock-up transmission Lock-up transmission

* First gear ratio **4.69*** Second gear ratio **3.31*** Third gear ratio **3.01*** Fourth gear ratio **1.92*** Fifth gear ratio **1.45*** Sixth gear ratio **1*** Reverse gear ratio **2.96*** Seventh gear ratio **0.75*** Eighth gear ratio **0.62**

Selectable mode transmission Selectable mode transmission

Drive Type

4WD type Automatic full-time AWD

Drive type All-wheel drive

*Drivetrain** Axle ratio **3.63***Exhaust*

Tailpipe Stainless steel single exhaust

*Fuel** Fuel type **premium unleaded***Fuel Tank*

Capless fuel filler Easy Fuel capless fuel filler

* Fuel tank capacity **16.51 gal.***Drive Feature*

Traction control All-speed ABS and driveline traction control

Locking hub control Permanent locking hub control

Fuel Economy and Emissions*Fuel Economy*

Secondary fuel type Gasoline secondary fuel type

Emissions

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Price Level: 535

Selected Equip & Specs (cont'd)

* Emissions **LEV3-ULEV50 emissions**

* Emissions tiers **Tier 3 Bin 50 emissions**

Fuel Economy (Alternate 1)

Additional fuel types Electric additional fuel types

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Post Collision

Braking automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Short and long arm rear suspension

Suspension ride type rear Independent rear suspension

Steering

Steering Electric power-assist steering system

Steering type Rack-pinion steering

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**2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)**

Price Level: 535

Selected Equip & Specs (cont'd)

Speed sensitive steering . Speed sensitive power steering
Steering type number of wheels . 2-wheel steering system

Driver selectable steering effort . Driver selectable steering effort

Exterior*Front Wheels*

Front wheels diameter . 17"

Front wheels width . 7"

Rear Wheels

Rear wheels diameter . 17"

Rear wheels width . 7"

Front And Rear Wheels

Appearance . silver

Material . steel

Front Tires

Aspect . 65

Diameter . 17"

Sidewalls . BSW

Speed . H

Tread . AS

Type . P

Width . 225mm

Rear Tires

Aspect . 65

Diameter . 17"

Sidewalls . BSW

Speed . H

Tread . AS

Type . P

Width . 225mm

Body Exterior*Trailer*

* Towing capability . Trailer towing capability

* Towing class . Class I tow rating

* Towing hitch . Trailer hitch

* Towing wiring harness . Trailer wiring harness

Towing trailer sway . Trailer sway control

Exterior Features

Box style . Standard style pickup box

Number of doors . 4 doors

Body

Body panels . Galvanized steel and aluminum
body panels with side impact beams

Spare Tire

Spare tire . Compact spare tire with steel wheel

Spare tire location . Crank-down spare tire

Wheels

Wheel covers . Wheel hub covers

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Price Level: 535

Selected Equip & Specs (cont'd)

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking

All-in-one keyAll-in-one remote fob and ignition key

Tailgate control .. Manual tailgate/rear door lock

Keyfob door locks .. Keyfob activated door locks

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Folding door mirrorsManual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Visor passenger expandable coverage . Passenger visor with expandable coverage

Power Outlets

12V power outlets 1 12V power outlet

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear windshield Fixed rear windshield

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Price Level: 535

Selected Equip & Specs (cont'd)

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 12 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin
Seatback storage pockets 1 seatback storage pocket

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Standard glove box
Dashboard storage Dashboard storage
Under seat tray rear Rear under seat tray

Windows Feature

One-touch down window Driver one-touch down window

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

Climate control Automatic climate control
Voice activated climate control Voice-activated climate control

Cabin air filter Cabin air filter
Rear under seat ducts Rear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Coloured door panel insert

Floor Trim

Floor covering Full carpet floor covering
Floor mats Carpet front floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

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Price Level: 535

Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Reclining driver seat Manual reclining driver seat

Height adjustable driver seat Manual height adjustable driver seat

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Rear Seats

Bench seats Rear bench seat

Folding second-row seats Full folding rear seats

Rear seat folding position Fold forward rear seatback

Number of rear head restraints 3 rear seat head restraints

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Fixed rear head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Other interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 13.2 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory External memory control
RDS Radio data system (RDS)

Seek scan Seek scan

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Price Level: 535

Selected Equip & Specs (cont'd)

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel
mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 with Enhanced
Voice Recognition (Alexa-Built-In) voice
activated audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Coloured instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog
instrumentation displayConfigurable instrumentation gauges Configurable
instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer

Temperature display Exterior temperature
displayDriver information center Driver information
center

Clock In-radio display clock

Compass Compass

Eco feedback SmartGauge with EcoGuide
ECO feedback display gauge

Instrumentation Gauges

* Tachometer Tachometer

Engine/electric motor temperature
gauge Engine/electric motor temperature
gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature
warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low washer fluid warning Low washer fluid
warning

Low brake fluid warning Low brake fluid warning

Headlights on reminder Headlights on reminder

Bulb warning Bulb failure warning

Trunk warning Rear cargo ajar warning

Service interval warning Intelligent Oil-Life
Monitor service interval indicator

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Price Level: 535

Selected Equip & Specs (cont'd)

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Front Windshield

Wipers Fixed interval front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Variable panel light Variable instrument panel light

Lights

Running lights LED daytime running lights

High mount stop light High mounted center stop light

Interior courtesy lights Fade interior courtesy lights

Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 3 USB ports

Safety and Security

Airbags

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Price Level: 535

Selected Equip & Specs (cont'd)

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Number of airbags 7 airbags

Knee airbag Driver side knee airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front and rear seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 4 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane-Keeping Aid

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Occupant Safety

Child door locks Manual rear child safety door locks

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**2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)**

Price Level: 535

As Configured Vehicle

Code	MSRP
W8B	\$26,395.00
102A	\$1,020.00
99A	Included
448	Included
NONAX	Included
STDGV	Included
STDTR	Included
64Z	STD
9	Included
121WB	STD
PAINT	STD
STDRD	Included
60B	\$100.00
425	STD
YZ_01	N/C
9W_03	N/C
AO	\$3,000.00
XO	\$200.00
SUBTOTAL	\$30,715.00
Destination Charge	\$1,595.00
TOTAL	\$32,310.00

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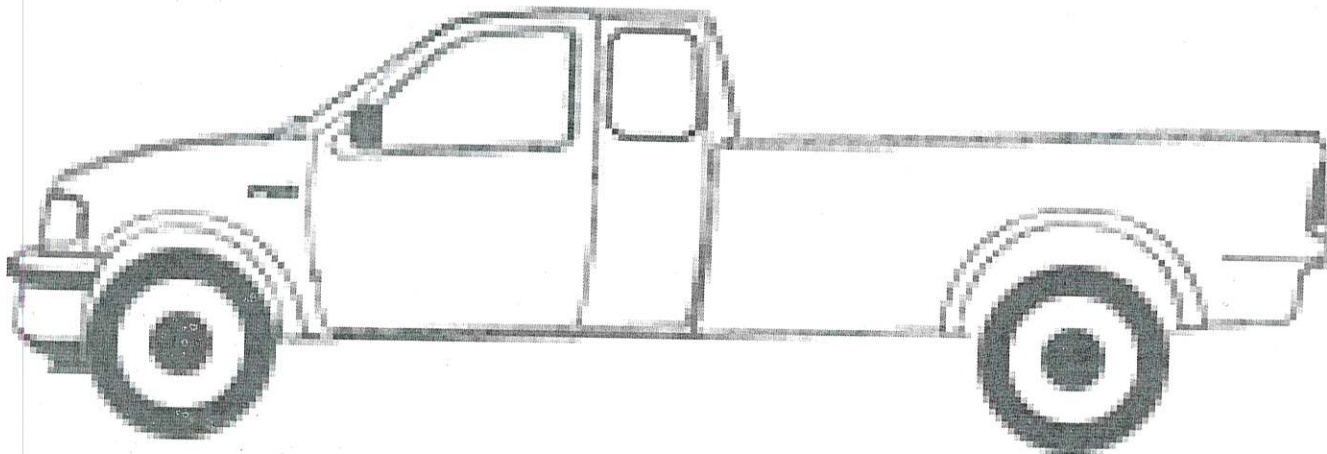


2025 Maverick AWD SuperCrew 4.5' box 121.1" WB XL (W8B)

Price Level: 535

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 5,240 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 3,856 lbs

TOTAL **4,606 lbs**

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Price Level: 535

Pricing Summary - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Subtotal			\$32,310.00
			\$32,310.00
<i>Pre-Tax Adjustments</i>			
Code	Description		MSRP
Item 7	State Bid Pricing		-\$1,220.00
Total			\$31,090.00

Customer Signature

Acceptance Date

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Vehicle Specifications & Pricing

ITEM 7
TYPE PAD 10011621
Small Pickup, Crew Cab
2 Wheel Drive

Dealer Name:	SMART FORD MALVERN
Vehicle Make/Model	2025 Ford Maverick
Model Code:	W8A FWD Hybrid
City MPG Estimate	TBD
Highway MPG Estimate	TBD
	\$3.85

Plus option
codes AO and
XO highlighted
below TOTAL
PRICE \$31,090

CO-OP Purchasing One Way Delivery Charge Per Mile

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VEHICLE BID PRICE

\$27,890.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Crew Cab Pickup Truck	EPA Classified as Small Pickup Truck	
Gross Vehicle Weight Rating	4500 lbs.	
Wheelbase/CA	Mfg. Std. - List Size	121 W/B
Bed	Short Bed	
Engine		
Engine Size	250hp - List HP, Liters & Cylinders	250 HP 4 CYL
Fuel Type	Gasoline	
Transmission		
Automatic/CVT Transmission	Automatic or CVT - List Type, Speeds etc.	8 SPEED AUTOMATIC
Drive Axle		
Primary Drive Axle	Mfg. Std.- List Axle Ratio	FWD
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	2.96
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	16 Gallons
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front, Step-Type Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-speed Wipers	
Doors & Mirrors		
Doors	4 Full-Size Doors	
Mirrors	Outside, Right & Left. One Interior	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio System with AM/FM Stereo	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Tinted Glass	Mfg. Std.	
Gauges/Indicators	Mfg. Std. - List Gauges and Indicators	FUEL RPM OIL TEMP. ETC.
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4 WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		
Tires & Wheels	Mfg. Std. - List Size	225/65 17 BSW
Spare	Mfg. Std. - List Size (Full or Space Saver)	FULL SIZE SPARE
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR. OR 60,000 MILES

ITEM 7	VEHICLE OPTIONS		Dealer Name: SMART FORD MALVERN	
TYPE PAD Small Pickup, Crew Cab 2 Wheel Drive Back to Table of Contents			2025 Ford Maverick	
Body & Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Bed	QH	Long Bed	N/A	\$0.00
Engine				
Gasoline Engine Upgrade	CC	List Horsepower, Liters & Cylinders	2.0L Eco-Boost W8B-994-448	\$250.00
Flex Fuel	FFV	Add Flex Fuel	N/A	\$0.00
Engine Block Heater	HB	Add Block Heater	41H	\$135.00
Transmission/Drivetrain				
4X4	AO	Add 4X4 With Auto Locking Hubs	AWD	\$3,000.00
Skid Plate	KO	Add Skid Plate	N/A	\$0.00
Limited Slip Differential	LS	Limited Slip Differential	N/A	\$0.00
Electrical				
Daytime Running Lights	DL	Add Daytime Running Lights	STD.	\$0.00
Doors & Windows				
Deep Tinted Windows	TG	Add Deep Tinted Glass	STD.	\$0.00
Power Windows & Door Locks	XX	Power Windows & Door Locks	STD.	\$0.00
Keyless Entry	KE	Keyless Entry	STD.	\$0.00
Interior				
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	STD	\$0.00
Cruise	PO	Cruise Control, Factory Installed	N/A	\$0.00
Cloth Seats	CS	Cloth Seats	STD.	\$0.00
Backup Camera	BR	Backup Camera	STD.	\$0.00
Backup Sensor	BS	Backup Sensor	N/A	\$0.00
Vinyl Floor	VF	Rubber/Vinyl Flooring	STD.	\$0.00
Tires & Wheels				
All Terrain Tires	AT	All Terrain Tires	N/A	\$0.00
Spare	WL	Mounted Full Size Spare	STD.	\$0.00
Towing				
Towing	XO	Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Oil Cooler	60B	\$200.00
Electric Brake Controller	BC	Add Electric Brake Controller	N/A	\$0.00
Towing Differential	BO	Differential for Extra Towing Capability	N/A	\$0.00

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535



Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

**Mr. Ross Jackson, Superintendent, City of
Fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 11/26/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

State bid Pricing has been applied for both FWD Mavericks for Parks
ETA 3-4 Months

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Vehicle turning radius: 20.0'
- Rear track: 62.8"
- Total passenger volume: 100.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 35.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,010 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Front track: 63.4"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Horsepower: 162 HP@5600 RPM
- Radiator
- Auto stop-start engine
- CVT
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP
- Injection Type: sequential MPI
- Torque: 155 lb.-ft.@4000 RPM
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler
- 191.0 hybrid net horsepower

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Electric additional fuel types
- LEV3-SULEV30 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs (cont'd)

- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Semi-independent rear suspension
- Torsion beam rear suspension
- Electric power-assist steering system
- Driver selectable steering effort
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black rear window trim
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Power fuel door release
- Front beverage holders
- 12 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Fixed rear windshield
- Standard glove box
- 1 seatback storage pocket
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Cabin air filter
- Voice-activated climate control
- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs (cont'd)

- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Fixed rear head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM/satellite**
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Wireless audio streaming
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- External memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Driver information center
- Electric power/regeneration gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Fixed interval front windshield wipers
- Front reading lights
- LED daytime running lights

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

- High mounted center stop light
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device mirroring
- FordPass Connect 5G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 3 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Lane-Keeping Aid
- Pre-Collision Assist with Pedestrian Detection
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- External acoustic pedestrian alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions**General Weights**

Curb weight	3,685 lbs.	GVWR	5,230 lbs.
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Trailing Weights

Conventional capacity	2,000 lbs.	GCWR	6,010 lbs.
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Off Road

Min ground clearance	8.3"	Loading floor height	30.1 "
Approach angle	20.6	Departure angle	21.9

Exterior Measurements

Vehicle body length	199.7"	Vehicle body width	72.6"
Vehicle body height	68.7"	Wheelbase	121.1"
Cargo box length	54.4"	Cargo box min width	42.6"
Cargo box volume	33.3 cu.ft.	Pickup box depth	20.3"
Cargo box max width	53.3"	Cargo box max length	72.0"

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Cargo box tailgate width	49.8"	Cargo box length feet	4.5
Front track	63.4"	Rear track	62.8"
Vehicle turning radius	20.0'	Front bumper to back of cab	137.6"

Interior Volume

Total passenger volume 100.3 cu.ft.

Headroom

Headroom first-row	40.3"	Headroom second-row	39.6"
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Legroom

Leg room first-row	42.8"	Leg room second-row	35.9"
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Shoulder Room

Shoulder room first-row	57.3"	Shoulder room second-row	55.6"
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Hip Room

Hip room first-row	55.4"	Hip room second-row	54.1"
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Powertrain*Engine*

Engine 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP

Valves per cylinder 4

Engine cylinders I-4

Injection type sequential MPI

Engine location Front mounted engine

Ignition Spark ignition system

Engine mounting direction Transverse mounted engine

Engine block material Aluminum engine block

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement	2.5L	cc	151.8 cu.in.
--------------	------	----	--------------

Bore	3.5"	Stroke	3.94"
------	------	--------	-------

Compression ratio	13.0	SAEJ1349	AUG2004 compliant
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Engine Power

Horsepower	162 HP@5600 RPM	Torque	155 lb.-ft.@4000 RPM
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Alternator

Alternator amps	150A	Alternator type	Regenerative alternator
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Battery

Battery amps	45Ah	Battery type	Lead acid battery
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Battery rating	390CCA	Battery run down protection	Battery run down protection
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Engine Extras

Radiator	Radiator	Starter	Hybrid electric motor starter
----------	----------	---------	-------------------------------

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Start-stop engine Auto stop-start engine

Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission CVT

Transmission electronic control Transmission electronic control

Overdrive transmission ... Overdrive transmission
Selectable mode transmission ... Selectable mode transmission

Lock-up transmission Lock-up transmission

Drive Type

Drive type Front-wheel drive

Drivetrain

Axle ratio 2.91

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler ... Easy Fuel capless fuel filler

Fuel tank capacity 13.79 gal.

Drive Feature

Traction control ... All-speed ABS and driveline traction control

Electric Powertrain

Hybrid net horsepower 191.0 hybrid net horsepower

Electric motor output 126 HP electric motor output

Electric motor output ... 173 ft.-lbs electric motor output

Number of electric motors 1

Electric powertrain HEV (hybrid electric vehicle)

Electric motor 1 location Front electric motor location

Electric Vehicle Battery Pack

Traction battery type lithium ion (Li-ion)

Gross traction battery capacity 1.1 kWh gross traction battery capacity

Fuel Economy and Emissions*Fuel Economy*

Secondary fuel type ... Gasoline secondary fuel type

Emissions

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs (cont'd)

Emissions LEV3-SULEV30 emissions

Emissions tiers Tier 3 Bin 30 emissions

Fuel Economy (Alternate 1)

Additional fuel types Electric additional fuel types

Suspension and Handling**Suspension**

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability**Brakes**

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Post Collision

Braking automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Torsion beam rear suspension

Suspension ride type rear Semi-independent rear suspension

Steering

Steering Electric power-assist steering system

Steering type Rack-pinion steering

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Price Level: 535

Selected Equip & Specs (cont'd)

Speed sensitive steering . Speed sensitive power steering

Steering type number of wheels . 2-wheel steering system

Driver selectable steering effort . Driver selectable steering effort

Exterior*Front Wheels*

Front wheels diameter . 17"

Front wheels width . 7"

Rear Wheels

Rear wheels diameter . 17"

Rear wheels width . 7"

Front And Rear Wheels

Appearance . silver

Material . steel

Front Tires

Aspect . 65

Diameter . 17"

Sidewalls . BSW

Speed . H

Tread . AS

Type . P

Width . 225mm

Rear Tires

Aspect . 65

Diameter . 17"

Sidewalls . BSW

Speed . H

Tread . AS

Type . P

Width . 225mm

Body Exterior*Trailer*

Towing trailer sway . Trailer sway control

Exterior Features

Box style . Standard style pickup box

Number of doors . 4 doors

Body

Body panels . Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire . Compact spare tire with steel wheel

Spare tire location . Crank-down spare tire

Wheels

Wheel covers . Wheel hub covers

Convenience

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Price Level: 535

Selected Equip & Specs (cont'd)

Door Locks

Door locks Power door locks with 2 stage unlocking

All-in-one keyAll-in-one remote fob and ignition key

Tailgate control .. Manual tailgate/rear door lock

Keyfob door locks .. Keyfob activated door locks

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror..... Day/Night rearview mirror

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror.... Passenger visor mirror

Visor passenger expandable coverage .. Passenger visor with expandable coverage

Power Outlets

12V power outlets 1 12V power outlet

Pedals

Driver foot rest Driver foot rest

Remote Releases

Fuel door Power fuel door release

Rear Windshield

Rear windshield..... Fixed rear windshield

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 12 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin
Seatback storage pockets 1 seatback storage pocket

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Standard glove box
Dashboard storage Dashboard storage
Under seat tray rear Rear under seat tray

Windows Feature

One-touch down window Driver one-touch down window

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

Climate control Automatic climate control
Voice activated climate control Voice-activated climate control

Cabin air filter Cabin air filter
Rear under seat ducts Rear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Coloured door panel insert

Floor Trim

Floor covering Full carpet floor covering
Floor mats Carpet front floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way
directional controlsDriver seat fore/aft control Manual driver seat
fore/aft control

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger
seat fore/aft controlFront head restraint control Manual front seat
head restraint control

Reclining driver seat Manual reclining driver seat

Height adjustable driver seat Manual height
adjustable driver seatPassenger seat direction Front passenger seat
with 4-way directional controlsReclining passenger seat Manual reclining
passenger seatFront head restraints Height adjustable front
seat head restraints

Armrests front center Front seat center armrest

Rear Seats

Bench seats Rear bench seat

Folding second-row seats Full folding rear seats

Rear seat folding position Fold forward rear
seatbackNumber of rear head restraints 3 rear seat head
restraints

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Fixed rear head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback
upholstery

Interior Accents

Interior accents Other interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter
material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen
display

Primary display size 13.2 inch primary display

Number of first-row displays 2 total number of 1st
row displays

Radio Features

External memory External memory control
RDS Radio data system (RDS)

Seek scan Seek scan

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Speakers

Speakers Standard grade speakers Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Coloured instrument panel insert

Instrumentation

Trip odometer Trip odometer Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer Temperature display Exterior temperature display

Driver information center Driver information center Clock In-radio display clock

Compass Compass Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Instrumentation Gauges

Electric power regeneration gauge Electric power/regeneration gauge Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning Low washer fluid warning Low washer fluid warning

Low brake fluid warning Low brake fluid warning Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder Key in vehicle warning Key in vehicle warning

Bulb warning Bulb failure warning Door ajar warning Door ajar warning

Trunk warning Rear cargo ajar warning Service interval warning Intelligent Oil-Life Monitor service interval indicator

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs (cont'd)

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights

Auto headlights Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Fixed interval front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Lights

Running lights LED daytime running lights

High mount stop light High mounted center stop light

Headlight type Reflector headlights

Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Variable panel light Variable instrument panel light

Interior courtesy lights Fade interior courtesy lights

Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 3 USB ports

Safety and Security

Airbags

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Price Level: 535

Selected Equip & Specs (cont'd)

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Number of airbags 7 airbags

Knee airbag Driver side knee airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front and rear seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 4 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane-Keeping Aid

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

External acoustic pedestrian alert External acoustic pedestrian alert

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Occupant Safety

Child door locks Manual rear child safety door locks

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

As Configured Vehicle

Code	MSRP
W8A	\$26,395.00
100A	N/C
993	Included
44E	Included
STDAX	Included
STDGV	Included
STDTR	Included
64Z	Included
9	Included
121WB	STD
PAINT	STD
STDRD	Included
425	STD
YZ_01	N/C
9W_03	N/C
SUBTOTAL	\$26,395.00
Destination Charge	\$1,595.00
TOTAL	\$27,990.00

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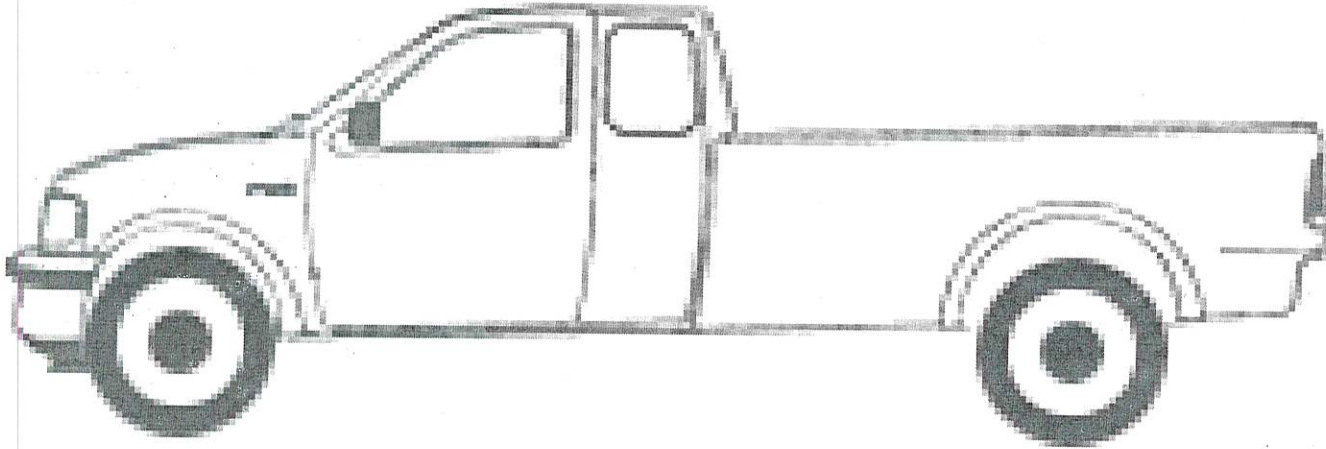


2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 5,230 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 3,685 lbs

TOTAL **4,435 lbs**

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
		\$27,990.00
Subtotal		\$27,990.00
Pre-Tax Adjustments		
Code	Description	MSRP
Item 7	State Bid Pricing	-\$100.00
Total		\$27,890.00

Customer Signature

Acceptance Date

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11/26/2024

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

		MSRP
Vehicle Pricing		
		\$55,980.00
Subtotal		\$55,980.00
Pre-Tax Adjustments		
Code	Description	MSRP
Item 7	State Bid Pricing	-\$200.00
Total		\$55,780.00

Customer Signature

Acceptance Date

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Vehicle Specifications & Pricing

ITEM 7	Dealer Name:	SMART FORD MALVERN
TYPE PAD 10011621	Vehicle Make/Model	2025 Ford Maverick
Small Pickup, Crew Cab	Model Code:	W8A FWD Hybrid
2 Wheel Drive	City MPG Estimate	TBD
	Highway MPG Estimate	TBD
	CO-OP Purchasing One Way Delivery Charge Per Mile	\$3.85

[Back to Table of Contents](#)

VEHICLE BID PRICE

\$27,890.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Crew Cab Pickup Truck	EPA Classified as Small Pickup Truck	
Gross Vehicle Weight Rating	4500 lbs.	
Wheelbase/CA	Mfg. Std. - List Size	121 W/B
Bed	Short Bed	
Engine		
Engine Size	250hp - List HP, Liters & Cylinders	250 HP 4 CYL
Fuel Type	Gasoline	
Transmission		
Automatic/CVT Transmission	Automatic or CVT - List Type, Speeds etc.	8 SPEED AUTOMATIC
Drive Axle		
Primary Drive Axle	Mfg. Std. - List Axle Ratio	FWD
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	2.96
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	16 Gallons
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front, Step-Type Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-speed Wipers	
Doors & Mirrors		
Doors	4 Full-Size Doors	
Mirrors	Outside, Right & Left. One Interior	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio System with AM/FM Stereo	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Tinted Glass	Mfg. Std.	
Gauges/Indicators	Mfg. Std. - List Gauges and Indicators	FUEL RPM OIL TEMP. ETC.
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4 WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		

Vehicle Specifications & Pricing

Tires & Wheels	Mfg. Std. - List Size	225/65 17 BSW
Spare	Mfg. Std. - List Size (Full or Space Saver)	FULL SIZE SPARE
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR. OR 60,000 MILES

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535



Client Proposal

Prepared by:

CJ MITCHELL

Office: 479-871-9260

Email: CJ.MITCHELL@LEWISAUTOGROUP.COM

Date: 11/26/2024



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr., Fayetteville, Arkansas, 72704
Office: 479-442-5301

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 11/26/2024

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

State bid Pricing has been applied for both FWD Mavericks for Parks
ETA 3-4 Months

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Vehicle turning radius: 20.0'
- Rear track: 62.8"
- Total passenger volume: 100.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 35.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,010 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Front track: 63.4"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Horsepower: 162 HP@5600 RPM
- Radiator
- Auto stop-start engine
- CVT
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP
- Injection Type: sequential MPI
- Torque: 155 lb.-ft.@4000 RPM
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler
- 191.0 hybrid net horsepower

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Electric additional fuel types
- LEV3-SULEV30 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Semi-independent rear suspension
- Torsion beam rear suspension
- Electric power-assist steering system
- Driver selectable steering effort
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black rear window trim
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Power fuel door release
- Front beverage holders
- 12 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Fixed rear windshield
- Standard glove box
- 1 seatback storage pocket
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Cabin air filter
- Voice-activated climate control
- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs (cont'd)

- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Fixed rear head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM/satellite**
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Wireless audio streaming
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- External memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Driver information center
- Electric power/regeneration gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Fixed interval front windshield wipers
- Front reading lights
- LED daytime running lights

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

- High mounted center stop light
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device mirroring
- FordPass Connect 5G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 3 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Lane-Keeping Aid
- Pre-Collision Assist with Pedestrian Detection
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- External acoustic pedestrian alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions**General Weights**

Curb weight	3,685 lbs.	GVWR	5,230 lbs.
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Trailing Weights

Conventional capacity	2,000 lbs.	GCWR	6,010 lbs.
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Off Road

Min ground clearance	8.3"	Loading floor height	30.1 "
Approach angle	20.6	Departure angle	21.9

Exterior Measurements

Vehicle body length	199.7"	Vehicle body width	72.6"
Vehicle body height	68.7"	Wheelbase	121.1"
Cargo box length	54.4"	Cargo box min width	42.6"
Cargo box volume	33.3 cu.ft.	Pickup box depth	20.3"
Cargo box max width	53.3"	Cargo box max length	72.0"

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Price Level: 535

Selected Equip & Specs (cont'd)

Cargo box tailgate width	49.8"	Cargo box length feet	4.5
Front track	63.4"	Rear track	62.8"
Vehicle turning radius	20.0'	Front bumper to back of cab	137.6"

Interior Volume

Total passenger volume 100.3 cu.ft.

Headroom

Headroom first-row	40.3"	Headroom second-row	39.6"
--------------------	-------	---------------------	-------

Legroom

Leg room first-row	42.8"	Leg room second-row	35.9"
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Shoulder Room

Shoulder room first-row	57.3"	Shoulder room second-row	55.6"
-------------------------	-------	--------------------------	-------

Hip Room

Hip room first-row	55.4"	Hip room second-row	54.1"
--------------------	-------	---------------------	-------

Powertrain*Engine*

Engine 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP

Valves per cylinder 4

Engine cylinders I-4

Injection type sequential MPI

Engine location Front mounted engine

Ignition Spark ignition system

Engine mounting direction Transverse mounted engine

Engine block material Aluminum engine block

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement	2.5L	cc	151.8 cu.in.
--------------	------	----	--------------

Bore	3.5"	Stroke	3.94"
------	------	--------	-------

Compression ratio	13.0	SAEJ1349	AUG2004 compliant
-------------------	------	----------	-------------------

Engine Power

Horsepower	162 HP@5600 RPM	Torque	155 lb.-ft.@4000 RPM
------------	-----------------	--------	----------------------

Alternator

Alternator amps	150A	Alternator type	Regenerative alternator
-----------------	------	-----------------	-------------------------

Battery

Battery amps	45Ah	Battery type	Lead acid battery
--------------	------	--------------	-------------------

Battery rating	390CCA	Battery run down protection	Battery run down protection
----------------	--------	-----------------------------	-----------------------------

Engine Extras

Radiator	Radiator	Starter	Hybrid electric motor starter
----------	----------	---------	-------------------------------

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr, Fayetteville Arkansas | 72704

**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Start-stop engine Auto stop-start engine

Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission CVT

Transmission electronic control Transmission electronic control

Overdrive transmission ... Overdrive transmission
Selectable mode transmission ... Selectable mode transmission

Lock-up transmission Lock-up transmission

Drive Type

Drive type Front-wheel drive

Drivetrain

Axle ratio 2.91

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler ... Easy Fuel capless fuel filler

Fuel tank capacity 13.79 gal.

Drive Feature

Traction control ... All-speed ABS and driveline traction control

Electric Powertrain

Hybrid net horsepower 191.0 hybrid net horsepower

Electric motor output 126 HP electric motor output

Electric motor output ... 173 ft.-lbs electric motor output

Number of electric motors 1

Electric powertrain HEV (hybrid electric vehicle)

Electric motor 1 location Front electric motor location

Electric Vehicle Battery Pack

Traction battery type lithium ion (Li-ion)

Gross traction battery capacity 1.1 kWh gross traction battery capacity

Fuel Economy and Emissions**Fuel Economy**

Secondary fuel type ... Gasoline secondary fuel type

Emissions

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs (cont'd)

Emissions LEV3-SULEV30 emissions

Emissions tiers Tier 3 Bin 30 emissions

Fuel Economy (Alternate 1)

Additional fuel types Electric additional fuel types

Suspension and Handling*Suspension*

Suspension Standard ride suspension

Front shock absorbers Gas-pressurized front shock absorbers

Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability*Brakes*

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

Electronic parking brake Electronic parking brake

ABS brakes 4-wheel antilock (ABS) brakes

Post collision braking system Post Collision

Braking automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Torsion beam rear suspension

Suspension ride type rear Semi-independent rear suspension

Steering

Steering Electric power-assist steering system

Steering type Rack-pinion steering

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Price Level: 535

Selected Equip & Specs (cont'd)

Speed sensitive steering . Speed sensitive power steering

Steering type number of wheels . 2-wheel steering system

Driver selectable steering effort . Driver selectable steering effort

Exterior*Front Wheels*

Front wheels diameter . 17"

Front wheels width . 7"

Rear Wheels

Rear wheels diameter . 17"

Rear wheels width . 7"

Front And Rear Wheels

Appearance . silver

Material . steel

Front Tires

Aspect . 65

Diameter . 17"

Sidewalls . BSW

Speed . H

Tread . AS

Type . P

Width . 225mm

Rear Tires

Aspect . 65

Diameter . 17"

Sidewalls . BSW

Speed . H

Tread . AS

Type . P

Width . 225mm

Body Exterior*Trailer*

Towing trailer sway . Trailer sway control

Exterior Features

Box style . Standard style pickup box

Number of doors . 4 doors

Body

Body panels . Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire . Compact spare tire with steel wheel

Spare tire location . Crank-down spare tire

Wheels

Wheel covers . Wheel hub covers

Convenience

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11/26/2024

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Door Locks

Door locks Power door locks with 2 stage unlocking

All-in-one key All-in-one remote fob and ignition key

Tailgate control Manual tailgate/rear door lock

Keyfob door locks Keyfob activated door locks

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Visor passenger expandable coverage Passenger visor with expandable coverage

Power Outlets

12V power outlets 1 12V power outlet

Pedals

Driver foot rest Driver foot rest

Remote Releases

Fuel door Power fuel door release

Rear Windshield

Rear windshield Fixed rear windshield

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11/26/2024

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 12 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin
Seatback storage pockets 1 seatback storage pocket

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Standard glove box
Dashboard storage Dashboard storage
Under seat tray rear Rear under seat tray

Windows Feature

One-touch down window Driver one-touch down window

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

Climate control Automatic climate control
Voice activated climate control Voice-activated climate control

Cabin air filter Cabin air filter
Rear under seat ducts Rear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Coloured door panel insert

Floor Trim

Floor covering Full carpet floor covering
Floor mats Carpet front floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

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11/26/2024

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Reclining driver seat Manual reclining driver seat

Height adjustable driver seat Manual height adjustable driver seat

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center Front seat center armrest

Rear Seats

Bench seats Rear bench seat

Folding second-row seats Full folding rear seats

Rear seat folding position Fold forward rear seatback

Number of rear head restraints 3 rear seat head restraints

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Fixed rear head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Other interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 13.2 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory External memory control RDS Radio data system (RDS)

Seek scan Seek scan

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11/26/2024

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Speakers

Speakers Standard grade speakers Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Coloured instrument panel insert

Instrumentation

Trip odometer Trip odometer Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer Temperature display Exterior temperature display

Driver information center Driver information center Clock In-radio display clock

Compass Compass Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Instrumentation Gauges

Electric power regeneration gauge Electric power/regeneration gauge Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning Low washer fluid warning Low washer fluid warning

Low brake fluid warning Low brake fluid warning Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder Key in vehicle warning Key in vehicle warning

Bulb warning Bulb failure warning Door ajar warning Door ajar warning

Trunk warning Rear cargo ajar warning Service interval warning Intelligent Oil-Life Monitor service interval indicator

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Selected Equip & Specs (cont'd)

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Fixed interval front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Lights

Running lights LED daytime running lights

High mount stop light High mounted center stop light

Headlight type Reflector headlights

Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Variable panel light Variable instrument panel light

Interior courtesy lights Fade interior courtesy lights

Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 3 USB ports

Safety and Security

Airbags

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**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

Selected Equip & Specs (cont'd)

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Number of airbags 7 airbags

Knee airbag Driver side knee airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front and rear seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 4 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane-Keeping Aid

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

External acoustic pedestrian alert External acoustic pedestrian alert

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Occupant Safety

Child door locks Manual rear child safety door locks

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Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

11/26/2024

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 535

As Configured Vehicle

Code	MSRP
W8A	\$26,395.00
100A	N/C
993	Included
44E	Included
STDAX	Included
STDGV	Included
STDTR	Included
64Z	Included
9	Included
121WB	STD
PAINT	STD
STDRD	Included
425	STD
YZ_01	N/C
9W_03	N/C
SUBTOTAL	\$26,395.00
Destination Charge	\$1,595.00
TOTAL	\$27,990.00

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11/26/2024

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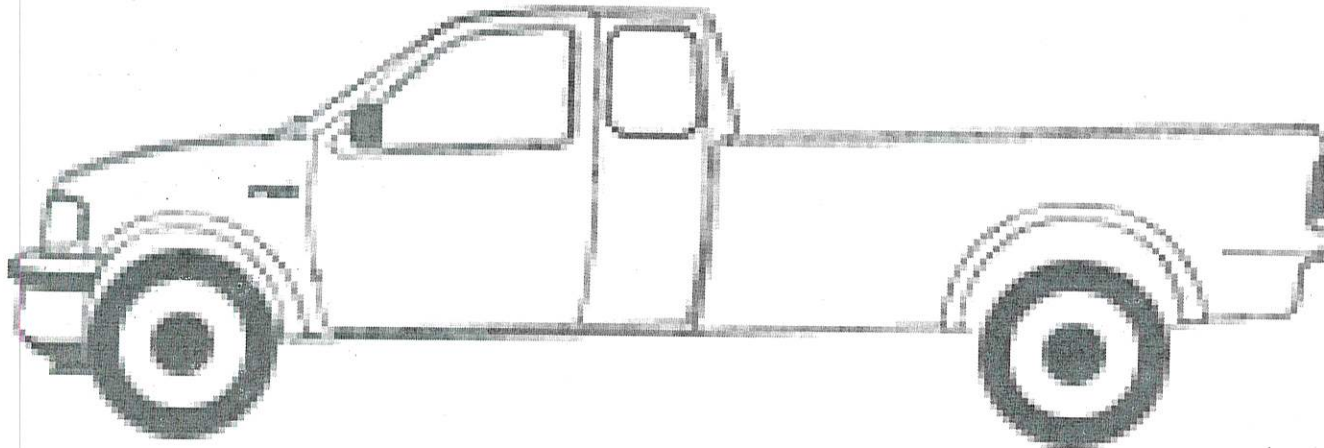


2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 5,230 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 3,685 lbs

TOTAL **4,435 lbs**

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		
Subtotal		\$27,990.00
		\$27,990.00
Pre-Tax Adjustments		
Code	Description	MSRP
Item 7	State Bid Pricing	-\$100.00
Total		\$27,890.00

Customer Signature

Acceptance Date

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Superintendent, City of Fayetteville

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11/26/2024

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2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 535

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

		MSRP
Vehicle Pricing		
		\$55,980.00
Subtotal		\$55,980.00
Pre-Tax Adjustments		
Code	Description	MSRP
Item 7	State Bid Pricing	-\$200.00
Total		\$55,780.00

Customer Signature

Acceptance Date

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Vehicle Specifications & Pricing

ITEM 7
TYPE PAD 10011621
Small Pickup, Crew Cab
2 Wheel Drive

Dealer Name:	SMART FORD MALVERN
Vehicle Make/Model	2025 Ford Maverick
Model Code:	W8A FWD Hybrid
City MPG Estimate	TBD
Highway MPG Estimate	TBD
CO-OP Purchasing One Way Delivery Charge Per Mile	\$3.85

[Back to Table of Contents](#)

VEHICLE BID PRICE

\$27,890.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Crew Cab Pickup Truck	EPA Classified as Small Pickup Truck	
Gross Vehicle Weight Rating	4500 lbs.	
Wheelbase/CA	Mfg. Std. - List Size	121 W/B
Bed	Short Bed	
Engine		
Engine Size	250hp - List HP, Liters & Cylinders	250 HP 4 CYL
Fuel Type	Gasoline	
Transmission		
Automatic/CVT Transmission	Automatic or CVT - List Type, Speeds etc.	8 SPEED AUTOMATIC
Drive Axle		
Primary Drive Axle	Mfg. Std. - List Axle Ratio	FWD
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	2.96
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	16 Gallons
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front, Step-Type Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-speed Wipers	
Doors & Mirrors		
Doors	4 Full-Size Doors	
Mirrors	Outside, Right & Left. One Interior	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio System with AM/FM Stereo	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Tinted Glass	Mfg. Std.	
Gauges/Indicators	Mfg. Std. - List Gauges and Indicators	FUEL RPM OIL TEMP. ETC.
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4 WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		

Vehicle Specifications & Pricing

Tires & Wheels	Mfg. Std. - List Size	225/65 17 BSW
Spare	Mfg. Std. - List Size (Full or Space Saver)	FULL SIZE SPARE
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR. OR 60,000 MILES



Lewis Ford Automotive Group Fleet and Commercial Sales

CJ Mitchell | 479-871-9260 | cj.mitchell@lewisauto group.com

City of Fayetteville

Prepared For: Ross Jackson

[Fleet] 2025 F250 Crew Cab 4x4 176-inch wheelbase Item #20

Myers Snowplow Quote

Mr. Ross Jackson,

Quote on # 20 Arkansas State Bid 2024 F250 4x4 W2B Myers snowplow

(1) Pro Mount

(1) 8' plow

(1) Mount

(1) Park Harness

(1) Miscellaneous Shop supplies

(1) Labor

Total for parts and installation \$12086.00

Total for Three \$36258.00

Signature of Acceptance _____ **Date** _____

Thank You,

CJ Mitchell



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **PARTS, TEAR DOWN, INSPECT AND REPAIR SERVICES**

RECOMMENDATION:

COUNCIL APPROVES THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS OR REPAIR LOCATIONS TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE REGARDING VEHICLES AND EQUIPMENT FOR REPAIRS UP TO OR EXCEEDING \$35,000 ANNUALLY THROUGH DECEMBER 31ST 2025 AND WITHIN APPROVED BUDGET.

BACKGROUND:

Fleet Operations occasionally has authorized shops or distributors perform internal engine and powertrain work on newer equipment that may be covered under warranty or older equipment no longer covered under warranty when Fleet does not have the workforce, scheduling or space ability to perform them in a timely manner due to current workload. 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 past year to City vehicles and equipment. Sometimes, while performing in-depth tear down, inspection and repairs, there may be broken components found that are not covered under warranty and require replacement at the time of warranty repair.

DISCUSSION:

Fleet Operations recommends approving total expenditures in excess of \$35,000, per City Policy, through the end of the fiscal year for these vendors.

BUDGET/STAFF IMPACT:

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

ATTACHMENTS: SRF (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-965

PARTS, TEAR DOWN, INSPECT AND REPAIR SERVICES

A RESOLUTION TO APPROVE THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS TO TEAR DOWN, INSPECT, REPAIR, AND MAINTAIN WARRANTY WHERE APPLICABLE FOR VEHICLE AND EQUIPMENT REPAIRS AS NEEDED THROUGH DECEMBER 31, 2025, WITHIN THE APPROVED BUDGET

WHEREAS, pursuant to Ark. Code Ann. §14-58-104(6), formal competitive bidding is not necessary for “replacement parts and labor for repairs of machinery and equipment.”

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 the purchase of parts and repair services from original equipment manufacturers or their authorized vendors to tear down, inspect, repair and maintain warranty where applicable for vehicle and equipment repairs as needed through December 31, 2025, within the approved budget.

City of Fayetteville Staff Review Form

2024-965

Item ID

1/7/2025

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

Ross Jackson

12/10/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES THE PURCHASE OF PARTS AND REPAIR SERVICES FROM ORIGINAL EQUIPMENT MANUFACTURERS OR THEIR AUTHORIZED VENDORS OR REPAIR LOCATIONS TO TEAR DOWN, INSPECT, REPAIR AND MAINTAIN WARRANTY WHERE APPLICABLE REGARDING VEHICLES AND EQUIPMENT FOR REPAIRS UP TO OR EXCEEDING \$35,000 ANNUALLY THROUGH DECEMBER 31ST 2025 AND WITHIN THE APPROVED BUDGET.

Budget Impact:

9700.770.1910-5214.00

Shop

Account Number

Fund

NA

NA

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,152,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,152,500.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,152,500.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-01 and authorize the purchase of pavement marking installation from Time Striping, Inc and Arkansas Sign & Barricade in variable amounts and for varying unit prices as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-01 and authorize the purchase of pavement marking installation from Time Striping, Inc and Arkansas Sign & Barricade in variable amounts and for varying unit prices as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-01, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-883

A resolution to award Bid 25-01 and authorize the purchase of pavement marking installation from Time Striping, Inc and Arkansas Sign & Barricade in variable amounts and for varying unit prices as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-01 AND AUTHORIZE THE PURCHASE OF PAVEMENT MARKING INSTALLATION FROM TIME STRIPING, INC. AND ARKANSAS SIGN & BARRICADE IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025

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 #25-01 and authorizes the purchase of pavement marking installation from Time Striping, Inc and Arkansas Sign & Barricade in variable amounts and for varying unit prices as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-883

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-01 and authorize the purchase of pavement marking installation from Time Striping, Inc and Arkansas Sign & Barricade in variable amounts and for varying unit prices as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost" & "current budget" boxes have been left blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, and other variable factors



BID TABULATION

Bid 25-01, Construction - Pavement Marking Installation

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Awarded by Line Item			
				Time Striping, Inc		Arkansas Sign & Barricade	
				\$451,475.00		\$883,830.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Reflectorized Paint Curb – RED, WHITE, YELLOW, or GREEN –(6" vertical face x 6" horizontal top)	1000	LF	\$3.00	\$3,000.00	\$4.50	\$4,500.00
2	Reflectorized Paint Marking – WHITE – 4"	60000	LF	\$0.45	\$27,000.00	\$0.48	\$28,800.00
3	Reflectorized Paint Marking – YELLOW – 4"	200000	LF	\$0.45	\$90,000.00	\$0.48	\$96,000.00
4	Reflectorized Paint Marking – WHITE – 6"	4500	LF	\$0.55	\$2,475.00	\$0.50	\$2,250.00
5	Reflectorized Paint Marking – YELLOW – 6"	10000	LF	\$0.55	\$5,500.00	\$0.50	\$5,000.00
6	Reflectorized Paint Marking – WHITE – 8"	500	LF	\$0.65	\$325.00	\$0.53	\$265.00
7	Reflectorized Paint Marking – YELLOW – 8"	500	LF	\$0.65	\$325.00	\$0.53	\$265.00
8	Reflectorized Paint Marking – WHITE – 12"	2000	LF	\$5.00	\$10,000.00	\$3.75	\$7,500.00
9	Reflectorized Paint Marking Arrows – WHITE	150	EA	\$100.00	\$15,000.00	\$100.00	\$15,000.00
10	Reflectorized Paint Marking – (Words Only: Lane, etc.)	26	EA	\$125.00	\$3,250.00	\$125.00	\$3,250.00
11	Reflectorized Paint Marking - (Symbols only: Bike, ADA, etc.)	20	EA	\$125.00	\$2,500.00	\$125.00	\$2,500.00
12	Reflectorized Paint Marking - YELLOW/WHITE (4" walk-behind trail striping)	30000	LF	\$0.55	\$16,500.00	\$0.60	\$18,000.00
13	Reflectorized Paint Marking - YELLOW/WHITE (4" walk-behind parking lot striping)	10000	LF	\$0.75	\$7,500.00	\$0.60	\$6,000.00
14	Methyl Methacrylate (MMA) - Standard Color	1000	SF	\$10.00	\$10,000.00	\$50.00	\$50,000.00
15	Thermoplastic Marking Installation (City will provide material)	25	EA	\$50.00	\$1,250.00	\$60.00	\$1,500.00
16	Thermoplastic Marking - WHITE - 4"	1000	LF	\$3.00	\$3,000.00	\$2.00	\$2,000.00
17	Thermoplastic Marking - YELLOW - 4"	2500	LF	\$3.00	\$7,500.00	\$2.00	\$5,000.00
18	Thermoplastic Marking - WHITE - 6"	1000	LF	\$3.50	\$3,500.00	\$3.00	\$3,000.00
19	Thermoplastic Marking - YELLOW - 6"	2500	LF	\$3.50	\$8,750.00	\$3.00	\$7,500.00
20	Thermoplastic Marking - WHITE - 8"	200	LF	\$4.00	\$800.00	\$3.75	\$750.00
21	Thermoplastic Marking - YELLOW - 8"	200	LF	\$4.00	\$800.00	\$3.75	\$750.00
22	Thermoplastic Marking - WHITE - 12"	500	LF	\$8.00	\$4,000.00	\$6.00	\$3,000.00
23	Thermoplastic Marking - WHITE - 24"	250	LF	\$16.00	\$4,000.00	\$12.00	\$3,000.00
24	Thermoplastic Marking - GREEN - 24"	250	LF	\$32.00	\$8,000.00	\$30.00	\$7,500.00
25	Thermoplastic Marking - WORDS (Only, Lane, Stop, etc.)	10	EA	\$400.00	\$4,000.00	\$400.00	\$4,000.00
26	Thermoplastic Marking - ARROWS	10	EA	\$350.00	\$3,500.00	\$375.00	\$3,750.00
27	Thermoplastic Marking - SYMBOLS (Bike, ADA, Shared Lane, etc.)	10	EA	\$400.00	\$4,000.00	\$400.00	\$4,000.00
28	Pavement Marking Removal - Media Blasting	2500	SF	\$6.00	\$15,000.00	\$5.00	\$12,500.00
29	Pavement Marking Removal - Grinding	2500	SF	\$3.00	\$7,500.00	\$4.50	\$11,250.00
30	Methyl Methacrylate – YELLOW (4" walk-behind trail center line w/ glass beads)	10000	LF	\$3.25	\$32,500.00	\$25.00	\$250,000.00
31	Methyl Methacrylate – WHITE (w/ glass beads)	10000	SF	\$10.00	\$100,000.00	\$25.00	\$250,000.00
32	Installation of Bolt Down Fastener for Modular Street Materials	1000	EA	\$50.00	\$50,000.00	\$75.00	\$75,000.00

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

Kenny Fitch 10/30/24
Kenny Fitch, Purchasing Agent

Amanda Beilfuss 10/30/24
Amanda Beilfuss, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-03 and authorize the purchase of Tree Planting Services from Building Exteriors in variable amounts and for varying unit prices as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-03 and authorize the purchase of Tree Planting Services from Building Exteriors in variable amounts and for varying unit prices as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-03, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-884

A resolution to award Bid 25-03 and authorize the purchase of Tree Planting Services from Building Exteriors in variable amounts and for varying unit prices as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-03 AND AUTHORIZE THE PURCHASE OF TREE PLANTING SERVICES FROM BUILDING EXTERIORS, INC. AS NEEDED THROUGH THE END OF 2025

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 #25-03 and authorizes the purchase of Tree Planting Services from Building Exteriors, Inc. in variable amounts and for varying unit prices as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-884

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-03 and authorize the purchase of Tree Planting Services from Building Exteriors in variable amounts and for varying unit prices as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-03, Construction - Tree Planting

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

						Awarded			
						Building Exteriors		Titan Lawn & Landscape	
						Total			
						\$189,225.00		\$362,375.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Mulch installed 2" - 3" (shall be no more than 3")	500	Each	<u>\$14.00</u>	\$7,000.00	\$92.00	\$46,000.00		
2	Water tree as needed, to ensure establishment through 1-Year Guarantee after acceptance	500	Each	<u>\$46.00</u>	\$23,000.00	\$82.50	\$41,250.00		
3	Large/Medium Tree Species (2" caliper trees shall be used)	300	Each	<u>\$402.00</u>	\$120,600.00	\$650.00	\$195,000.00		
4	Small Tree Species (4' Tall)	175	Each	<u>\$213.00</u>	\$37,275.00	\$450.00	\$78,750.00		
5	Shrub Species (3-Gallon)	25	Each	<u>\$54.00</u>	\$1,350.00	\$55.00	\$1,375.00		

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

 10/30/24
Kenny Fitch, Purchasing Agent

 10/30/24
Amanda Beilfuss, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-04 and authorize the purchase of Asphalt Paving services from Tomlinson Asphalt in variable amounts and for varying unit prices as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-04 and authorize the purchase of Asphalt Paving services from Tomlinson Asphalt as the primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-04, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-885

A resolution to award Bid 25-04 and authorize the purchase of Asphalt Paving services from Tomlinson Asphalt in variable amounts and for varying unit prices as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-04 AND AUTHORIZE THE PURCHASE OF ASPHALT PAVING SERVICES FROM TOMLINSON ASPHALT AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025

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 #25-04 and authorizes the purchase of Asphalt Paving services from Tomlinson Asphalt as primary supplier in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-885

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-04 and authorize the purchase of Asphalt Paving services from Tomlinson Asphalt in variable amounts and for varying unit prices as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-04, Construction - Asphalt Paving

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Primary		Secondary			
				Tomlinson Asphalt		Emery Sapp & Sons		APAC-Central	
				Total	\$840,000.00	\$921,250.00		\$1,205,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Asphalt Paving Overlay - Superpave 9.5mm Surface with Tack	5000	Ton	\$168.00	\$840,000.00	\$184.25	\$921,250.00	\$241.00	\$1,205,000.00

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

 10/30/24
Kenny Fitch, Purchasing Agent

 10/30/24
Amanda Beilfuss, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-05 and authorize the purchase of Concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-05 and authorize the purchase of Concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read, and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-05, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-886

A resolution to award Bid 25-05 and authorize the purchase of Concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-05 AND AUTHORIZE THE PURCHASE OF CONCRETE MATERIALS FROM TUNE CONCRETE AS PRIMARY SUPPLIER IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025

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 #25-05 and authorizes the purchase of concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-886

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-05 and authorize the purchase of Concrete materials from Tune Concrete as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-05, Concrete Material

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

Line #	Description	QTY	UOM	Primary		Secondary		APAC-Central	
				Tune Concrete		Standard Materials			
				Total					
				\$836,050.00		\$924,430.00		\$956,000.00	
				Unit	Extended	Unit	Extended	Unit	Extended
1	3500 PSI 3/4" Max Aggregate Size, 4" Slump	500	CY	\$148.00	\$74,000.00	\$166.00	\$83,000.00	\$171.00	\$85,500.00
2	4000 PSI 3/4" Max Aggregate Size, 4" Slump	4000	CY	\$151.00	\$604,000.00	\$166.00	\$664,000.00	\$171.00	\$684,000.00
3	4000 PSI 1" Max Aggregate Size, 4" Slump	500	CY	\$151.00	\$75,500.00	\$165.00	\$82,500.00	\$170.00	\$85,000.00
4	4000 PSI 1" Max Aggregate Size With Fiber Reinforcement, 4" Slump	100	CY	\$155.00	\$15,500.00	\$173.00	\$17,300.00	\$178.00	\$17,800.00
5	4000 PSI 3/4" Max Aggregate Size, 4" Slump, High Early, 7 Bag Mix	100	CY	\$158.00	\$15,800.00	\$183.00	\$18,300.00	\$188.00	\$18,800.00
6	4000 PSI ARDOT Class S 7 1/2 Sack High Early, 1" Aggregate, 4" Slump	100	CY	\$158.00	\$15,800.00	\$188.00	\$18,800.00	\$193.00	\$19,300.00
7	5500 PSI 1" Max Aggregate Size, 4" Slump	100	CY	\$158.00	\$15,800.00	\$181.00	\$18,100.00	\$186.00	\$18,600.00
8	Hydration Stabilizer Admixture - Price To Be Added To Concrete	100	CY	\$4.00	\$400.00	\$4.00	\$400.00		No Bid
9	Flowable Fill	50	CY	\$140.00	\$7,000.00	\$145.00	\$7,250.00	\$132.00	\$6,600.00
10	1% Calcium Chloride Admixture - Price To Be Added To Concrete	100	CY	\$5.00	\$500.00	\$4.00	\$400.00	\$8.00	\$800.00
11	2% Calcium Chloride Admixture - Price To Be Added To Concrete	60	CY	\$10.00	\$600.00	\$8.00	\$480.00	\$10.00	\$600.00
12	Air Entraining Admixture - Price To Be Added To Concrete	2500	CY	No Bid		No Bid		No Bid	
13	Hot Water - Price To Be Added To Concrete	500	CY	\$7.00	\$3,500.00	\$7.00	\$3,500.00	\$8.00	\$4,000.00
14	Chilled Water - Price To Be Added To Concrete	500	CY	\$6.00	\$3,000.00	\$7.00	\$3,500.00	No Bid	
15	Ice - Price To Be Added To Concrete	100	CY	\$12.00	\$1,200.00	\$17.00	\$1,700.00	\$13.00	\$1,300.00
16	Exposed Aggregate 3/8" - Price To Be Added To Concrete	50	CY	\$18.00	\$900.00	\$25.00	\$1,250.00	\$30.00	\$1,500.00
17	Exposed Aggregate 1/2" - Price To Be Added To Concrete	50	CY	\$18.00	\$900.00	\$25.00	\$1,250.00	\$32.00	\$1,600.00
18	Type I Portland Cement	100	Tons	No Bid		No Bid		No Bid	
19	Concrete Sand	100	Tons	No Bid		No Bid		\$40.00	\$4,000.00
20	Masonry Sand	50	Tons	No Bid		No Bid		\$42.00	\$2,100.00
21	Mobilization Fee (After Hours & Weekends)	1	EA	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
22	Colored Concrete Washout Fee (Per Truck)	1	EA	\$150.00	\$150.00	\$200.00	\$200.00	\$500.00	\$500.00

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

 10/30/24
Kenny Fitch, Purchasing Agent

 10/30/24
Amanda Beilfuss, Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-06 and authorize the purchase of Aggregate materials from Hunt-Rogers Materials as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-06 and authorize the purchase of Aggregate materials from Hunt-Rogers Materials as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-06, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-887

A resolution to award Bid 25-06 and authorize the purchase of Aggregate materials from Hunt-Rogers Materials as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-06 AND AUTHORIZE THE PURCHASE OF AGGREGATE MATERIALS FROM HUNT-ROGERS MATERIALS, LLC. AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025

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 #25-06 and authorizes the purchase of aggregate materials from Hunt-Rogers Materials, LLC as primary supplier and authorizes the use of other bidders based on price and availability as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-887

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-06 and authorize the purchase of Aggregate materials from Hunt-Rogers Materials as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-06, Aggregate Materials

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Awarded by Line Item				
				Hunt-Rogers Materials		APAC-Central		
				\$481,000.00		\$565,250.00		
		Total						
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	
1	Class 7 Base (SB-2) - Includes Wet And Dry	30000	Ton	\$11.00	\$330,000.00	\$11.50	\$345,000.00	
2	Concrete Aggregate - 1.5 Inches	500	Ton	\$17.50	\$8,750.00	\$21.00	\$10,500.00	
3	Concrete Aggregate - 3/4 Inch	500	Ton	\$21.00	\$10,500.00	\$23.50	\$11,750.00	
4	"B" Stone - 3 to 5 Inches	2500	Ton	\$12.50	\$31,250.00	\$12.50	\$31,250.00	
5	Abrasives/Grit (1/4 Inch Chips)	500	Ton		No Bid	\$16.50	\$8,250.00	
6	Shot Rock	500	Ton	\$9.00	\$4,500.00	\$12.00	\$6,000.00	
7	Rip Rap Limestone	1500	Ton	\$24.00	\$36,000.00	\$26.00	\$39,000.00	
8	Abrasives/Grit (1/4 Inch Clean Chips)	500	Ton		No Bid	\$47.00	\$23,500.00	
9	Select Embankment (Hillside Gravel)	15000	CY	\$4.00	\$60,000.00	\$6.00	\$90,000.00	
10	Delivery	1	Load		No Bid		No Bid	
Attributes								
Where is the plant location for pickup?				15557 Hamstring Rd (Fayetteville) or 21202 Parsons Rd (Springdale)		Puppy Creek Rd (Springdale)		
What is the maximum guaranteed wait time to load?				12 minutes		45 minutes		

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

 10/30/24
Kenny Fitch, Purchasing Agent

 10/30/24
Amanda Beilfuss, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-07 and authorize the purchase of Asphalt materials from Emery Sapp & Sons as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-07 and authorize the purchase of Asphalt materials from Emery Sapp & Sons as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-07, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-888

A resolution to award Bid 25-07 and authorize the purchase of Asphalt materials from Emery Sapp & Sons as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-07 AND AUTHORIZE THE PURCHASE OF ASPHALT MATERIALS FROM EMERY SAPP & SONS, INC. AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025

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 #25-07 and authorizes the purchase of asphalt materials from Emery Sapp & Sons, Inc. as primary supplier and authorizes the use of other bidders based on price and availability as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-888

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-07 and authorize the purchase of Asphalt materials from Emery Sapp & Sons as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-07, Asphalt Materials - Quarter 1

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Secondary		Primary	
				APAC-Central		Emery Sapp & Sons	
				Total			
				\$865,250.00		\$1,075,728.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section A: Type 2 Surface				\$344,000.00		\$553,000.00
1.1	Asphalt Concrete Hot Mix Surface Course Type 2, per AHTD 1996 Specifications, PG 64-22, With Millings and Shingles Allowed (RAP/RAS)	3000	Ton	No Bid		\$75.00	
1.2	Asphalt Concrete Hot Mix Surface Course Type 2 per AHTD 1996 Specifications, PG 64-22, With Millings Only (RAP)	2000	Ton	\$82.00		\$78.00	
1.3	Asphalt Concrete Hot Mix Surface Course Type 2 per AHTD 1996 Specifications, PG 64-22, No Millings or Shingles (Virgin)	2000	Ton	\$90.00		\$86.00	
2	Section B: Type 2 Binder				\$41,000.00		\$37,500.00
2.1	Asphalt Concrete Hot Mix Binder Course Type 2 per AHTD 1996 Specifications, PG 64-22, With Millings or Shingles (RAP/RAS)	500	Ton	\$82.00		\$75.00	
3	Section C: Superpave Surface 9.5MM				\$96,000.00		\$136,000.00
3.1	Asphalt Concrete Hot Mix Course 9.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings or Shingles (RAP/RAS)	1000	Ton	No Bid		\$90.00	
3.2	Asphalt concrete Hot Mix Course 9.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings Only (RAP)	500	Ton	\$95.00		\$92.00	
3.3	Asphalt concrete Hot Mix Course 9.5mm as per AHTH Specifications, PG 70-22, With Millings Only (RAP)	500	Ton	\$97.00		No Bid	
4	Section D: Superpave Surface 12.5MM				\$196,000.00		\$182,500.00
4.1	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings and Shingles (RAP/RAS)	500	Ton	No Bid		\$89.00	
4.2	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 64-22, With Millings Only (RAP)	500	Ton	\$86.00		\$85.00	
4.3	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 70-22, With Millings Only (RAP)	500	Ton	\$91.00		\$91.00	
4.4	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 76-22, With Millings Only (RAP)	500	Ton	\$105.00		No Bid	
4.5	Asphalt concrete Hot Mix Surface Course 12.5mm as per AHTD 2014 Specifications, PG 76-22, No Millings or Shingles (Virgin)	500	Ton	\$110.00		\$100.00	
5	Section E: Other Items				\$188,250.00		\$166,725.00
5.1	Asphalt concrete Hot Mix Surface Course 4.75mm as per AASHTO recommendation, PG 64-22, No Millings or Shingles (Virgin)	1500	Ton	\$110.00		\$99.00	
5.2	Tack Oil (IN GALLONS)	2500	Gallon	\$9.00		\$7.00	
5.3	START UP PRICE FOR PLANT - Estimated One (1) Event Each Year	1	Lump Sum	\$750.00		\$725.00	
5.4	Delivery - Cost per Ton	4500	Ton	No Bid		No Bid	
6	Section F: Asphalt Millings for Sale				No Bid		\$3.00
6.1	Asphalt Millings (Picked Up By Vendor From City of Fayetteville)	1	Ton	No Bid		No Bid	
6.2	Asphalt Millings (Delivered To Vendor at Convenience of City Staff)	1	Ton	No Bid		\$3.00	
Attributes							
What is the address of the plant location?				Puppy Creek Rd (Springdale)		17137 Pleasure Heights Rd (Springdale)	
What is the maximum guaranteed wait time to load?				45 minutes		30 minutes	

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

Kenny Fitch 10/30/24
Kenny Fitch, Purchasing Agent

Amanda Reiff 10/30/24
Amanda Reiff, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-08 and authorize the purchase of Drainage pipe from Ferguson Waterworks in variable amounts and for varying unit prices through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-08 and authorize the purchase of Drainage pipe from Ferguson Waterworks in variable amounts and for varying unit prices through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-08, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-889

A resolution to award Bid 25-08 and authorize the purchase of Drainage pipe from Ferguson Waterworks in variable amounts and for varying unit prices through the end of 2025.

A RESOLUTION TO AWARD BID #25-08 AND AUTHORIZE THE PURCHASE OF PLASTIC DRAINAGE PIPE FROM FERGUSON WATERWORKS IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025

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 #25-08 and authorizes the purchase of plastic drainage pipe from Ferguson Waterworks in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-889

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-08 and authorize the purchase of Drainage pipe from Ferguson Waterworks in variable amounts and for varying unit prices through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



BID TABULATION

Bid 25-08, HDPE Drainage Pipe

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Awarded	
				Ferguson Waterworks	
				Total	\$123,345.66
Line #	Description	QTY	UOM	Unit	Extended
1	Section A: Plastic Drainage Pipe				\$63,805.86
1.1	Plastic Drainage Pipe N-12 Soil Tight (15 Inches)	100	LF	\$13.31	
1.2	Plastic Drainage Pipe N-12 Soil Tight (18 Inches)	500	LF	\$16.62	
1.3	Plastic Drainage Pipe N-12 Soil Tight (24 Inches)	500	LF	\$27.61	
1.4	Plastic Drainage Pipe N-12 Soil Tight (30 Inches)	300	LF	\$41.30	
1.5	Plastic Drainage Pipe N-12 Soil Tight (36 Inches)	100	LF	\$55.91	
1.6	Plastic Drainage Pipe N-12 Soil Tight (42 Inches)	60	LF	\$81.23	
1.7	Plastic Drainage Pipe N-12 Soil Tight (48 Inches)	60	LF	\$88.79	
1.8	Flared End Section (15 Inches)	2	EA	\$276.94	
1.9	Flared End Section (18 Inches)	2	EA	\$372.04	
1.10	Flared End Section (24 Inches)	2	EA	\$477.47	
1.11	Flared End Section (30 Inches)	2	EA	\$556.53	
1.12	Flared End Section (36 Inches)	2	EA	\$866.77	
1.13	Flared End Section (42 Inches)	2	EA	\$1,635.61	
1.14	Flared End Section (48 Inches)	2	EA	\$1,903.47	
2	Section B: High Performance Plastic Drainage Pipe				\$59,539.80
2.1	Plastic Drainage Pipe High Performance (15 Inches)	100	LF	\$15.01	
2.2	Plastic Drainage Pipe High Performance (18 Inches)	300	LF	\$21.11	
2.3	Plastic Drainage Pipe High Performance (24 Inches)	300	LF	\$33.14	
2.4	Plastic Drainage Pipe High Performance (30 Inches)	500	LF	\$52.63	
2.5	Plastic Drainage Pipe High Performance (36 Inches)	60	LF	\$65.19	
2.6	Plastic Drainage Pipe High Performance (42 Inches)	60	LF	\$80.98	
2.7	Plastic Drainage Pipe High Performance (48 Inches)	60	LF	\$111.31	
Attributes					
What is the guaranteed delivery time from receipt of order?				5-7 days	

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

K. Fitch 10/30/24
Kenny Fitch, Purchasing Agent

Amanda P. 10/30/24
Amanda Belifuss, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Terry Gulley, Asst Public Works Director - Ops

SUBJECT: **A resolution to award Bid 25-09 and authorize the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-09 and authorize the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-09, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-890

A resolution to award Bid 25-09 and authorize the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-09 AND AUTHORIZE THE PURCHASE OF PRECAST DRAINAGE PIPE & STRUCTURES FROM SCURLOCK INDUSTRIES OF FAYETTEVILLE AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025

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 #25-09 and authorizes the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville as primary supplier in variable amounts and for varying unit prices as shown in the bid sheet attached to this Resolution and further authorizes the use of other bidders based on price and availability as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-890

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-09 and authorize the purchase of Precast Drainage Pipe & Structures from Scurlock Industries of Fayetteville as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



BID TABULATION

Bid 25-09, Precast Drainage Pipe & Structures

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Awarded by Line Item			
				Industrial Precast		Scurlock Industries of Fayetteville	
				Total			
				\$243,600.00		\$479,420.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Section A: Reinforced Concrete Pipe & Flared End Section Concrete			No Bid			\$81,100.00
1.1	Reinforced Concrete Pipe, Class III, Round (15 inches)	90	FT	No Bid		\$23.00	
1.2	Reinforced Concrete Pipe, Class III, Round (18 inches)	180	FT	No Bid		\$27.00	
1.3	Reinforced Concrete Pipe, Class III, Round (24 inches)	180	FT	No Bid		\$36.00	
1.4	Reinforced Concrete Pipe, Class III, Round (30 inches)	45	FT	No Bid		\$57.00	
1.5	Reinforced Concrete Pipe, Class III, Round (36 inches)	45	FT	No Bid		\$86.00	
1.6	Reinforced Concrete Pipe, Class III, Round (42 inches)	45	FT	No Bid		\$110.00	
1.7	Reinforced Concrete Pipe, Class III, Round (48 inches)	45	FT	No Bid		\$129.00	
1.8	Flared End Section Concrete, Round (15 inches)	2	EA	No Bid		\$385.00	
1.9	Flared End Section Concrete, Round (18 inches)	2	EA	No Bid		\$450.00	
1.10	Flared End Section Concrete, Round (24 inches)	2	EA	No Bid		\$525.00	
1.11	Flared End Section Concrete, Round (30 inches)	2	EA	No Bid		\$700.00	
1.12	Flared End Section Concrete, Round (36 inches)	2	EA	No Bid		\$1,100.00	
1.13	Flared End Section Concrete, Round (42 inches)	2	EA	No Bid		\$1,800.00	
1.14	Flared End Section Concrete, Round (48 inches)	2	EA	No Bid		\$2,200.00	
1.15	Reinforced Concrete Pipe, Class III, Elliptical (14" X 23")	75	FT	No Bid		\$48.00	
1.16	Reinforced Concrete Pipe, Class III, Elliptical (19" X 30")	75	FT	No Bid		\$55.00	
1.17	Reinforced Concrete Pipe, Class III, Elliptical (24" X 38")	75	FT	No Bid		\$75.00	
1.18	Reinforced Concrete Pipe, Class III, Elliptical (29" X 45")	75	FT	No Bid		\$110.00	
1.19	Reinforced Concrete Pipe, Class III, Elliptical (34" X 53")	45	FT	No Bid		\$145.00	
1.20	Reinforced Concrete Pipe, Class III, Elliptical (38" X 60")	45	FT	No Bid		\$179.00	
2	Section B: Reinforced Concrete Junction and Inlet Boxes			No Bid			\$137,500.00
2.1	Reinforced Concrete Junction Box - No Top (4' x 4' x 4')	10	EA	No Bid		\$2,800.00	
2.2	Reinforced Concrete Junction Box - No Top (5' x 5' x 5')	5	EA	No Bid		\$3,500.00	
2.3	Reinforced Concrete Junction Box - No Top (6' x 6' x 6')	5	EA	No Bid		\$5,200.00	
2.4	Reinforced Concrete Inlet Box - No Top (4' x 4' x 4')	10	EA	No Bid		\$2,500.00	
2.5	Reinforced Concrete Inlet Box - No Top (5' x 5' x 5')	5	EA	No Bid		\$3,200.00	
2.6	Reinforced Concrete Inlet Box - No Top (6' x 6' x 6')	5	EA	No Bid		\$5,000.00	
3	Section C: Reinforced Concrete Culvert Boxes			\$243,600.00			\$260,820.00
3.1	Reinforced Concrete Culvert Box - With Top (2.5' Rise x 5' Span)	42	LF	\$385.00		\$505.00	
3.2	Reinforced Concrete Culvert Box - With Top (3' Rise x 8' Span)	42	LF	\$485.00		\$515.00	
3.3	Reinforced Concrete Culvert Box - With Top (3' Rise x 12' Span)	42	LF	\$685.00		\$750.00	
3.4	Reinforced Concrete Culvert Box - With Top (3' Rise x 16' Span)	42	LF	\$1,200.00		\$1,200.00	
3.5	Reinforced Concrete Culvert Box - With Top (4' Rise x 4' Span)	42	LF	\$360.00		\$375.00	
3.6	Reinforced Concrete Culvert Box - With Top (4' Rise x 8' Span)	42	LF	\$515.00		\$545.00	
3.7	Reinforced Concrete Culvert Box - With Top (4' Rise x 9' Span)	42	LF	\$550.00		\$575.00	
3.8	Reinforced Concrete Culvert Box - With Top (4' Rise x 12' Span)	42	LF	\$760.00		\$825.00	
3.9	Reinforced Concrete Culvert Box - With Top (5' Rise x 12' Span)	42	LF	\$860.00		\$920.00	
Attributes							
What is the guaranteed delivery time from receipt of order?				30 Days		TBD	

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

K. Fitch 10/30/24
Kerry Fitch, Purchasing Agent

Ambera R. 10/30/24
Ambera Ruffess, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Terry Gulley, Asst Public Works Director - Ops

SUBJECT: **A resolution to award Bid 25-11 and authorize the purchase of High Performance Cold Mix from Emery Sapp & Sons as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-11 and authorize the purchase of High Performance Cold Mix from Emery Sapp & Sons as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-11, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-891

A resolution to award Bid 25-11 and authorize the purchase of High Performance Cold Mix from Emery Sapp & Sons as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-11 AND AUTHORIZE THE PURCHASE OF HIGH PERFORMANCE COLD MIX ASPHALT FROM EMERY SAPP & SONS, INC. AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025

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 #25-11 and authorizes the purchase of high performance cold mix asphalt from Emery Sapp & Sons, Inc. as primary supplier and authorizes the use of other bidders based on price and availability as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-891

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-11 and authorize the purchase of High Performance Cold Mix from Emery Sapp & Sons as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-11, High Performance Cold Mix

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Awarded by Line Item			
				Atlas Asphalt		Emery Sapp & Sons	
				Total			
				\$109,680.00		\$114,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	High Performance Cold Mix - For pick up by the City of Fayetteville from Vendor's location. (*UPM - Mix*)	400	Ton	\$118.50	\$47,400.00	\$135.00	\$54,000.00
2	High Performance Cold Mix - For delivery by vendor to a City of Fayetteville location. (*UPM - Mix*)	400	Ton	\$155.70	\$62,280.00	\$150.00	\$60,000.00
Attributes							
Where is the plant location for pickup by City staff or desiginee?				4437 AR-5, Mountain Home, AR 72653 or 1653 Batesville Blvd, Batesville, AR 72501		17137 Pleasure Heights Rd, Springdale, AR 72764	

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

 10/30/24
Kenny Fitch, Purchasing Agent

 10/30/24
Amanda Beilfuss, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-13 and authorize the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings in variable amounts and for varying unit prices through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-13 and authorize the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings in variable amounts and for varying unit prices through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-13, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-892

A resolution to award Bid 25-13 and authorize the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings in variable amounts and for varying unit prices through the end of 2025.

A RESOLUTION TO AWARD BID #25-13 AND AUTHORIZE THE PURCHASE OF PREFORMED THERMOPLASTIC PAVEMENT MARKINGS FROM GEVEKO MARKINGS IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025

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 #25-13 and authorizes the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings in variable amounts and for varying unit prices as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-892

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-13 and authorize the purchase of Preformed Thermoplastic Pavement Markings from Geveko Markings in variable amounts and for varying unit prices through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



BID TABULATION
Bid 25-13, Preformed Thermoplastic Pavement Markings
 DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

							Awarded									
							Geveko Markings		Preform LLC		Ennis-Flint		Gentem			
							\$22,674.45		\$27,714.50		\$29,230.20		\$38,265.00			
Line #	Description	QTY	UOM	Total	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Preformed Thermoplastic Pavement Markings (shall be constituted of white long line, high skid material, 125 mil, in a variety of widths from 4" to 24"), including shipping.	7000	SF		\$1.94	\$13,580.00	\$2.22	\$15,540.00	\$2.18	\$15,260.00	\$1.92	\$13,440.00				
2	Sealer Kit	10	Packs		\$0.01	\$0.10	\$75.00	\$750.00	\$85.00	\$850.00	\$30.00	\$300.00				
3	Preformed thermoplastic contrast shared lane marking 125 mil (white with green background) - per MUTCD, figure 9C-9, including shipping.	5	EA		\$148.13	\$740.65	\$205.80	\$1,029.00	\$247.08	\$1,235.40	\$265.00	\$1,325.00				
4	FHWA standard straight 125 mil white thermoplastic arrow, including shipping.	20	EA		\$55.49	\$1,109.80	\$60.20	\$1,204.00	\$63.68	\$1,273.60	\$180.00	\$3,600.00				
5	FHWA standard left 125 mil white thermoplastic arrow, including shipping.	50	EA		\$64.35	\$3,217.50	\$69.83	\$3,491.50	\$73.84	\$3,692.00	\$180.00	\$9,000.00				
6	Contrast bike lane straight arrow (125 mil white with green background)	20	EA		\$100.66	\$2,013.20	\$142.50	\$2,850.00	\$172.98	\$3,459.60	\$265.00	\$5,300.00				
7	Contrast bike lane bicycle rider (125 mil white with green background)	20	EA		\$100.66	\$2,013.20	\$142.50	\$2,850.00	\$172.98	\$3,459.60	\$265.00	\$5,300.00				
Attributes																
What is the minimum amount required per order?							\$1.00		\$2,500.00		None		\$10,000.00			

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

Kenny Fitch, Purchasing Agent

Amanda Bellfuss, Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-14 and authorize the purchase of Lighting from Premier Lighting Group in variable amounts and for varying unit prices through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-14 and authorize the purchase of Lighting from Premier Lighting Group in variable amounts and for varying unit prices through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3), Bid 25-14, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-893

A resolution to award Bid 25-14 and authorize the purchase of Lighting from Premier Lighting Group in variable amounts and for varying unit prices through the end of 2025.

A RESOLUTION TO AWARD BID #25-14 AND AUTHORIZE THE PURCHASE OF LIGHTING FROM PREMIER LIGHTING GROUP IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025

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 #25-14 and authorizes the purchase of lighting from Premier Lighting Group in variable amounts and for varying unit prices as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-893

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-14 and authorize the purchase of Lighting from Premier Lighting Group in variable amounts and for varying unit prices through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

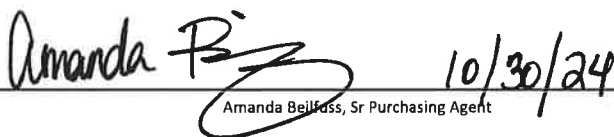
Bid 25-14, Lighting

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Awarded	
				Premier Lighting Group	
				\$453,725.00	
Line #	Description	QTY	UOM	Unit	Extended
1	Visionaire Lighting Model# ODN-1-L-T2-48LC-5-4K-UNV-UAM-BK-C5/H3-Trail Fixture	25	EA	\$1,380.00	\$34,500.00
2	Visionaire Lighting Model# N2F-L-L1TA-T2-32LC-5-4K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	10	EA	\$1,795.00	\$17,950.00
3	Visionaire Lighting Model# N2F-L-L1TA-T2-32LC-5-4K-UNV-PT-CC-FIN1-FBC (RAL 70-22)-Street Fixture	50	EA	\$1,835.00	\$91,750.00
4	Visionaire Lighting Model# N2F-L-HTL1NL-(type)-32LC-5-4K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	50	EA	\$1,860.00	\$93,000.00
5	Visionaire Lighting Model# N2F-L-HTL1NL-(type)-48LC-5-4K-UNV-PT-BK-FIN1-FBC (BLACK)-Street Fixture	50	EA	\$1,975.00	\$98,750.00
6	Visionaire Lighting Model# VA-100-M-S1-4-BK-Trail Arm	25	EA	\$235.00	\$5,875.00
7	Alliance Composites, Inc. Model# D3TS15F00NCA0254/BAS-0012-JAX-Direct bury 12 ft. exposed, 16 in. black decorative base, 4" O.D. Tenon	25	EA	\$800.00	\$20,000.00
8	Visionaire Lighting Model# RNTFA-5R-.188-14-AKB-343-T3R-BLACK- DCB-4-5RF-BLACK (14 ft. Pole)-Street Pole and Base	10	EA	\$1,890.00	\$18,900.00
9	Visionaire Lighting Model# RNTFA-5R-.188-12-AKB-343-T3R-BLACK- DCB-4-5RF-BLACK (12 ft. Pole)-Street Pole and Base	10	EA	\$1,785.00	\$17,850.00
10	Visionaire Lighting Model# RNTFA-5R-.188-14-AKB-343-T3R-CC-DCB-4-5RF-RAL 70-22 (14 ft. Pole)-Street Pole & Base	10	EA	\$1,980.00	\$19,800.00
11	Visionaire Lighting Model# RNTFA-5R-.188-12-AKB-343-T3R-CC-DCB-4-5RF-RAL 70-22 (12 ft. Pole)-Street Pole & Base	10	EA	\$1,910.00	\$19,100.00
12	Visionaire Lighting Model# RNTFA-4R-.188-8.5-AKB-343-T3R-CC-DCB-4-5RF-RAL 70-22 (8'-6" ft. Pole)-Street Pole & Base	10	EA	\$1,625.00	\$16,250.00

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


Kenny Fitch, Purchasing Agent


Amanda Bell, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-15 and authorize the purchase of Truck Hauling Services from Haul Agent as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-15 and authorize the purchase of Truck Hauling Services from Haul Agent as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3) , Bid 25-15, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-894

A resolution to award Bid 25-15 and authorize the purchase of Truck Hauling Services from Haul Agent as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-15 AND AUTHORIZE THE PURCHASE OF TRUCK HAULING SERVICES FROM HAUL AGENT ENTERPRISES, LLC. AS PRIMARY SUPPLIER AND TO AUTHORIZE THE USE OF OTHER BIDDERS BASED ON PRICE AND AVAILABILITY AS NEEDED THROUGH THE END OF 2025

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 #25-15 and authorizes the purchase of truck hauling services from Haul Agent Enterprises, LLC as the primary supplier and authorizes the use of other bidders based on price and availability as shown in the bid sheet attached to this Resolution as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-894

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-15 and authorize the purchase of Truck Hauling Services from Haul Agent as primary supplier in variable amounts and for varying unit prices and to authorize the use of other bidders based on price and availability as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-15, Truck Hauling Services

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Primary		Secondary	
				Haul Agent		MDM Trucking	
				Total			
				\$360,500.00		\$384,930.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Truck Hauling Services - Asphalt Hauling: Hot mix asphalt from plant to paver.	3000	Hours	\$103.00	\$309,000.00	\$109.98	\$329,940.00
2	Truck Hauling Services - Miscellaneous Hauling: Excavation/construction debris which may include rock, dirt, chunks of concrete, etc.	500	Hours	\$103.00	\$51,500.00	\$109.98	\$54,990.00
Attributes							
How much notice is required by the City before services are requested?				3 hours		24 hours	
What is the minimum number of hours required per truck request?				2 hours		8 hours	

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

 10/30/24
Kenny Fitch, Purchasing Agent

 10/30/24
Amanda Beilfuss, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-16 and authorize the purchase of Screened Topsoil from both Blue Ribbon and NEC, depending on availability and distance, in variable amounts and for varying unit prices as needed through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-16 and authorize the purchase of Screened Topsoil from both Blue Ribbon and NEC, depending on availability and distance, in variable amounts and for varying unit prices as needed through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3) , Bid 25-16, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-895

A resolution to award Bid 25-16 and authorize the purchase of Screened Topsoil from both Blue Ribbon and NEC, depending on availability and distance, in variable amounts and for varying unit prices as needed through the end of 2025.

A RESOLUTION TO AWARD BID #25-16 AND AUTHORIZE THE PURCHASE OF SCREENED TOPSOIL FROM BLUE RIBBON SITE SERVICES, LLC. AND N.E.C., INC. DEPENDING ON AVAILABILTY AND DISTANCE, IN VARIABLE AMOUNTS AND FOR VARYING UNIT PRICES AS NEEDED THROUGH THE END OF 2025

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 #25-16 and authorizes the purchase of Screened Topsoil from Blue Ribbon Site Services, LLC and N.E.C., Inc., depending on availability and distance, in variable amounts and for varying unit prices as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-895

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-16 and authorize the purchase of Screened Topsoil from both Blue Ribbon and NEC, depending on availability and distance, in variable amounts and for varying unit prices as needed through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-16, Screened Topsoil

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Awarded Both			
				Blue Ribbon		NEC	
				Total			
				\$60,000.00		\$60,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Screened Topsoil - Delivered	1500	CY	\$25.00	\$37,500.00	\$25.00	\$37,500.00
2	Screened Topsoil - Pickup	1500	CY	\$15.00	\$22,500.00	\$15.00	\$22,500.00

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

 10/30/24
Kenny Fitch, Purchasing Agent

 10/30/24
Amanda Beilfuss, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **A resolution to award Bid 25-17 and authorize the purchase of Unscreened Topsoil from Blue Ribbon in variable amounts and for varying unit prices through the end of 2025.**

RECOMMENDATION:

A resolution to award Bid 25-17 and authorize the purchase of Unscreened Topsoil from Blue Ribbon in variable amounts and for varying unit prices through the end of 2025.

BACKGROUND:

The purchase of bulk construction materials and services is necessary to maintain current infrastructure and to implement the projects outlined in the Capital Improvements Program and Annual Budget and Work Program.

DISCUSSION:

Sealed bids in accordance with State statutes, City Ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

Funds for the acquisition of materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund and Street Fund operating programs.

ATTACHMENTS: SRF (#3) , Bid 25-17, Bid Tab - Final (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-896

A resolution to award Bid 25-17 and authorize the purchase of Unscreened Topsoil from Blue Ribbon in variable amounts and for varying unit prices through the end of 2025.

A RESOLUTION TO AWARD BID #25-17 AND AUTHORIZE THE PURCHASE OF UNSCREENED TOPSOIL FROM BLUE RIBBON SITE SERVICES, LLC. AS NEEDED THROUGH THE END OF 2025

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 #25-17 and authorizes the purchase of unscreened topsoil from Blue Ribbon Site Services, LLC as needed through the end of 2025.

City of Fayetteville Staff Review Form

2024-896

Item ID

1/7/2025

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

Terry Gulley

11/20/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award Bid 25-17 and authorize the purchase of Unscreened Topsoil from Blue Ribbon in variable amounts and for varying unit prices through the end of 2025.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

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: The "item cost"&"current budget" boxes are blank because these items will vary depending upon fluctuating needs based on citizen requests received, construction projects approved, & other variable factors



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-17, Unscreened Topsoil

DEADLINE: Tuesday, October 22, 2024 at 2:00 PM

				Awarded	
				Blue Ribbon	
				\$80,000.00	
				Total	
Line #	Description	QTY	UOM	Unit	Extended
1	Unscreened Topsoil - DELIVERY	6000	CY	\$12.00	\$72,000.00
2	Unscreened Topsoil - PICKUP BY CITY STAFF	1000	CY	\$8.00	\$8,000.00
Attributes					
Where is the pickup location for pickup by City staff or designee?				814 N Olridge Pl, Lowell, AR 72745	

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

K. Fitch 10/30/24
Kenny Fitch, Purchasing Agent

Amanda Reiff 10/30/24
Amanda Reiff, Sr Purchasing Agent



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: 2024 Justice Assistance Grant Local Solicitation Award

RECOMMENDATION:

Staff recommends acceptance of the non-matching 2024 Justice Assistance Grant (JAG) Local Solicitation grant award and approval of a budget adjustment in the amount of \$73,927 for the purchase of law enforcement training, equipment, and supplies as fiduciary on behalf of the cities of Fayetteville and Springdale, and Washington County.

BACKGROUND:

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance have announced the 2024 JAG for local agencies. This allocation of grant funds is a formula grant based on population and violent crime rates. JAG funding has been allocated to Fayetteville, Springdale, and Washington County to share, and this grant does not require local matching funds.

DISCUSSION:

The Fayetteville Police Department will be the fiduciary agency for this grant award in the amount of \$73,927. Under the JAG formula, Fayetteville is allocated \$35,215, which will be used specifically for law enforcement training. Additionally, as part of this grant award, Springdale will receive \$28,555 to purchase equipment, while Washington County will be allocated \$10,157 for law enforcement supplies. Please refer to the attached program and budget narratives for detailed descriptions of the training, equipment, and supplies planned for purchase using these grant funds.

BUDGET/STAFF IMPACT:

This grant award does not require local matching funds and has no impact on staffing levels. Approval of this budget adjustment will establish revenue and expense budgets equal to the grant award in the amount of \$73,927.

ATTACHMENTS: SRF - 2024 JAG Local Award, 2024-976 BA JAG Local Award, SRM - 2024 JAG Local Award, Award_Package_FAW-186671, Proposal Narrative - 2024 JAG Local, Application Budget - 2024 JAG Local



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-976

2024 Justice Assistance Grant Local Solicitation Award

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE 2024 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION GRANT AWARD IN THE AMOUNT OF \$73,927.00 TO PROVIDE FUNDING FOR LAW ENFORCEMENT TRAINING, EQUIPMENT, AND SUPPLIES, 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 acceptance of the 2024 Justice Assistance Grant award in the total amount of \$73,927.00, which Fayetteville will use to pay for law enforcement training, Springdale will use to pay for law enforcement training and equipment, and Washington County will use to purchase law enforcement supplies.

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

City of Fayetteville Staff Review Form

2024-0976

Item ID

1/7/2025

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

Mike Reynolds

12/12/2024

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends acceptance of the non-matching 2024 Justice Assistance Grant (JAG) Local Solicitation grant award and approval of a budget adjustment in the amount of \$73,927 for the purchase of law enforcement training, equipment, and supplies as fiduciary on behalf of the cities of Fayetteville and Springdale, and Washington County.

Budget Impact:

1010.200.2920-various

General

Account Number

Fund

39022-2024

Police JAG Local Solicitation 2024

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? Yes

Budget Adjustment

\$

73,927.00

Remaining Budget

\$

73,927.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	POLICE (200)	Adjustment Number
2025 (BY)	/Org2		
	Requestor:	Willie Newman	

Establish revenue and expense budgets for reconciliation of the 2024 Justice Assistance Grant Local Solicitation award in the amount of \$73,927.

	COUNCIL DATE:	1/7/2025
	ITEM ID#:	2024-0976
	April Melton	
	12/19/2024 4:20 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF JANUARY 7, 2025

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

DATE: December 12, 2024

SUBJECT: 2024 Justice Assistance Grant Local Solicitation Award

RECOMMENDATION:

Staff recommends acceptance of the non-matching 2024 Justice Assistance Grant (JAG) Local Solicitation grant award and approval of a budget adjustment in the amount of \$73,927 for the purchase of law enforcement training, equipment, and supplies as fiduciary on behalf of the cities of Fayetteville and Springdale, and Washington County.

BACKGROUND:

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance have announced the 2024 JAG for local agencies. This allocation of grant funds is a formula grant based on population and violent crime rates. JAG funding has been allocated to Fayetteville, Springdale, and Washington County to share, and this grant does not require local matching funds.

DISCUSSION:

The Fayetteville Police Department will be the fiduciary agency for this grant award in the amount of \$73,927. Under the JAG formula, Fayetteville is allocated \$35,215, which will be used specifically for law enforcement training. Additionally, as part of this grant award, Springdale will receive \$28,555 to purchase equipment, while Washington County will be allocated \$10,157 for law enforcement supplies. Please refer to the attached program and budget narratives for detailed descriptions of the training, equipment, and supplies planned for purchase using these grant funds.

BUDGET/STAFF IMPACT:

This grant award does not require local matching funds and has no impact on staffing levels. Approval of this budget adjustment will establish revenue and expense budgets equal to the grant award in the amount of \$73,927.

Attachments:

- Budget Adjustment
- 2024 JAG Local Award Documents
- Program and Budget Narratives



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF FAYETTEVILLE 113 WEST MOUNTAIN STREET
City, State and Zip:	FAYETTEVILLE, AR 72701
Recipient UEI:	ZGAZNS4HKFY3
Project Title: 2024 JAG Local Solicitation	Award Number: 15PBJA-24-GG-05171-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$73,927.00	Federal Award Date: 12/5/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/27
Project Description: The disparate jurisdictions of Fayetteville, Springdale, and Washington County, Arkansas will use JAG funds for training, equipment, and supplies. Specifically, the city of Fayetteville will use JAG funds to obtain training and certification in criminal investigations, special events management, emergency response team tactics, advanced negotiation, and executive leadership. The city of Springdale will use JAG funds to obtain fingerprint identification equipment and vehicle maintenance equipment. Washington County will use JAG funds to obtain personal safety light accessories for weapons assigned to patrol deputies.	

Award Letter

December 5, 2024

Dear Lioneld Jordan,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF FAYETTEVILLE for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$73,927.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

no value

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF FAYETTEVILLE

UEI
ZGAZNS4HKFY3

Street 1
113 WEST MOUNTAIN STREET

Street 2

City
FAYETTEVILLE

State/U.S. Territory
Arkansas

Zip/Postal Code
72701

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
12/5/24

Award Type
Initial

Award Number
15PBJA-24-GG-05171-JAGX

Supplement Number
00

Federal Award Amount
\$73,927.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

Awarding Agency

Program Office

BJA

Application Number

GRANT14249544

Grant Manager

Janai Jenkins

Phone Number

202-880-7408

E-mail Address

Janai.Jenkins@usdoj.gov

Project Title

2024 JAG Local Solicitation

Performance Period Start

Date

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The disparate jurisdictions of Fayetteville, Springdale, and Washington County, Arkansas will use JAG funds for training, equipment, and supplies. Specifically, the city of Fayetteville will use JAG funds to obtain training and certification in criminal investigations, special events management, emergency response team tactics, advanced negotiation, and executive leadership. The city of Springdale will use JAG funds to obtain fingerprint identification equipment and vehicle maintenance equipment. Washington County will use JAG funds to obtain personal safety light accessories for weapons assigned to patrol deputies.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or

translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material

requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for

the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of

federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and

OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition:

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has

changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official

position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting

requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the

period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/2/24 11:44 AM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official

no value

Signed Date And Time

no value

Proposal Narrative

The objectives of this project are to acquire essential law enforcement training, equipment, and supplies (as detailed in the budget worksheet) that are not covered by local funding due to budget limitations. The project timeline aims to complete all grant-funded purchases within the grant period. All equipment and supplies outlined in the grant application will comply with the current purchasing policies of each participating agency (Cities of Fayetteville and Springdale, and Washington County) and will follow generally accepted accounting principles to track grant expenditures.

As the grant fiduciary, the City of Fayetteville has a strong track record of successfully obtaining, tracking, and reporting on federal grant funds, with no operational or financial discrepancies identified to date. Grant funds will be drawn down on a reimbursement basis and processed through the City of Fayetteville's Project Accounting System. This system electronically itemizes each grant transaction and its supporting documentation under an assigned project number. The grants administrator, internal auditor, and outside auditor monitor the system to ensure accuracy and compliance.

The requested funding in this Justice Assistance Grant (JAG) application focuses on items that have been excluded from local funding due to economic constraints. These items include training, equipment, and policing supplies, as outlined below:

Travel for Training:

City of Fayetteville

The Fayetteville Police Department (FPD) will use its 2024 JAG Local Solicitation funding for travel associated with certification, training, and conferences. Due to severe officer turnover and increased FTEs added to our budget in recent years, our department has become

less experienced requiring substantial training needs for our less experienced officers. Training topics in need of funding include the International Association of Chiefs of Police conference, special weapons and tactics (SWAT) training, special event safety seminars, advanced crisis negotiation, executive leadership, and criminal investigations training.

The International Association of Chiefs of Police (IACP) Annual Conference and Exposition is the largest and most impactful law enforcement event of the year – more than 16,000 public safety professionals come to learn new techniques, advance their knowledge and careers, and equip their departments for ongoing success. The three tenets of the conference are training, networking, and exhibit hall education. IACP 2025 will span four days of education and networking. The exposition hall will be open Sunday – Tuesday of the conference to meet with more than 600 vendors showcasing products and services to assist the law enforcement profession.

SWAT training provides individuals who have recently been assigned to our Emergency Response Team (ERT) and have not received basic SWAT training; they will benefit from a comprehensive introduction to tactical skills. Students will be introduced to basic SWAT topics, tactics, and techniques including a historical overview of SWAT, team organization and structure, resolution of barricaded suspect situations, covert individual and team movement, searches and room clearing, chemical agents, less-lethal options, warrant service, de-escalation, and multiple field training exercises. This is a hands-on, high-intensity course in which students practice tactics and techniques in the field. SWAT Team Leader Development is designed for law enforcement personnel who are responsible for deploying in the capacity of a SWAT Team Leader or as a supervisor who is responsible for the training and deployment of tactical teams. The focus of this training will be on pre-incident training, planning, organizing, and the tactical

decision-making process used in the resolution of high-risk operations. Also included in the curriculum is an overview of SWAT training topics including selection and testing, training issues and liability, national SWAT standards, and critical incident reviews. Practical applications will include scouting and planning for warrants, small team planning, tactics for resolving critical incidents, and reviewing tactical incidents and videos. Participants will engage in group discussions, draft operations orders, and develop training plans. They will also critique and evaluate tactics and decisions using a principle-based SWAT decision-making process.

The Special Event Safety Seminar is a 2.5-day course designed to provide law enforcement, private security, city and county officials, fire marshals, risk managers, civilian special event managers, and others who manage events with the information, skills, and tools necessary to provide a safe environment, reduce liability and guide individual and group behaviors at events. Participants will learn how to conduct thorough research, how to plan to avoid potential problems, and how to implement security and traffic plans to ensure a safe and secure event. The primary focus of the course will be on Festivals, Parades, Carnivals, Runs/Marathons, Sporting Events, Concerts, Movie Productions, Demonstrations, Conventions, and Religious and Commercial Events.

The Advanced Crisis Negotiations training course is for law enforcement personnel who have prior training and experience in crisis negotiations. This course will include a review of critical basic course concepts and build upon them to provide officers with the best practices in the field of negotiations. The trainee will learn negotiation strategies from actual incident debriefs/case studies, class discussions, and practical exercises/scenarios.

Executive leadership travel is planned for a member of our law enforcement administration to attend the Senior Management Institute for Police (SMIP) program of the

Police Executive Research Forum (PERF) which provides senior police executives with intensive training in the latest management concepts and practices used in business and government. A demanding three-week course, SMIP brings together faculty from top universities, successful law enforcement chief executives, and subject matter experts from the private sector. It is designed for upper-level police executives who ultimately will lead police agencies. SMIP's curriculum addresses the issues that demand the attention of today's forward-thinking law enforcement leaders. Classes normally are held at the Boston University School of Law, where participants learn and reside in the university's classrooms and residence hall.

Criminal investigations training will enable four (4) investigators to attend several 3-5 day basic investigator courses, covering topics such as homicide, crime scene analysis, interview and interrogation techniques, and crimes against children.

Equipment:

City of Springdale

As a sub-recipient of the 2024 JAG Local Solicitation, the City of Springdale will utilize its funding to purchase a tire changer/wheel balancer and an IDEMIA Ident 2.0.

The tire changer and wheel balancer will be instrumental in enhancing the maintenance efficiency of Springdale's law enforcement vehicle fleet. By streamlining the tire changing and balancing processes, these tools will enable Springdale's maintenance team to perform routine upkeep more quickly and effectively. Improved maintenance will lead to increased vehicle reliability and safety, ensuring that officers have access to fully operational patrol vehicles when needed. Moreover, this equipment will reduce downtime, allowing for a more efficient allocation of resources and helping to extend the lifespan of Springdale's fleet. Ultimately, the integration

of the tire changer and wheel balancer will contribute to better operational readiness and support the overall effectiveness of Springdale's law enforcement efforts.

The IDEMIA Ident 2.0 system will be utilized to search and compare fingerprints against both local and remote databases, enhancing Springdale's ability to quickly identify individuals involved in criminal activities. This advanced system allows for real-time access to fingerprint records, improving the efficiency and accuracy of investigations. By cross-referencing local databases with state and federal fingerprint repositories, such as the FBI's Integrated Automated Fingerprint Identification System (IAFIS), the Ident 2.0 system increases the likelihood of identifying suspects, victims, and individuals with prior records or outstanding warrants. Additionally, its modern technology ensures faster processing times, aiding law enforcement in making timely and informed decisions during investigations. This system will be a valuable tool in supporting crime-solving efforts, verifying identities during arrests, and streamlining the booking process.

Supplies:

Washington County

As a sub-recipient of the 2024 JAG Local Solicitation, the Washington County Sheriff's Office (WCSO) will use funding within the supplies category for weapon-mounted lights. Weapon-mounted lights are a critical safety tool for deputies, especially during low-light or dark operations. The current lights are outdated and no longer meet the performance demands of modern law enforcement. Upgrading to advanced weapon-mounted lights will greatly improve WCSO deputies' ability to quickly and accurately identify threats, reducing the risk of misidentification or delayed responses in low-visibility scenarios. These upgrades will enhance situational awareness and provide a tactical advantage by allowing deputies to keep both hands

on their firearms, minimizing the risk of accidents and improving response times during high-stress situations such as building searches, traffic stops, and other low-light operations. The new weapon lights will align with the WCSO department's standards for officer safety and operational efficiency. By equipping WCSO deputies with the latest technology, the WCSO ensures their deputies have the necessary tools to perform their duties safely and effectively, leading to improved public safety outcomes. Additionally, this upgrade addresses the limitations of the WCSO's current equipment, ensuring deputies have reliable and effective tools that meet the requirements of today's operations.

**Edward Byrne Memorial
2024 JAG Local Solicitation Award**

Allocation - \$73,927 total

Washington County SO - \$10,157

Springdale PD - \$28,555

Fayetteville PD - \$35,215

\$ -

C. Travel

Awarded

Purpose	Computation	
City of Fayetteville		
International Association of Chiefs of Police x2	Registration-\$1,000; Airfare-\$1,250; Lodging-\$3,378; Per diem-\$872	\$ 6,500.00
SWAT Tactical Training x5	Registration-\$4,170; Lodging-\$2,320; Per diem-\$1,960	8,450.00
Special Events Safety Seminar x1	Registration-\$799; Airfare-\$738; Lodging-\$1,133; Per diem-\$330	3,000.00
Advanced NTOA Negotiation x1	Registration-\$375; Airfare-\$556; Lodging-\$739; Per diem-\$330	2,000.00
Executive Leadership Training x1	Registration-\$7,635	7,635.00
Criminal Investigations Training x4	Registration-\$4,190; Lodging-\$2,320; Per diem-\$1,120	7,630.00
		-
<i>Total Fayetteville Travel</i>		<u>\$ 35,215.00</u>

C. TOTAL TRAVEL

C. TOTAL TRAVEL \$ 35,215.00

D. Equipment

Item	Computation	
Springdale PD		
Tire Changer/Wheel Balancer	Purchase one (1) at \$22,409	\$ 22,409.00
IDEMIA Ident 2.0	Purchase one (1) at \$6,146	6,146.00
		-
<i>Total Springdale Equipment</i>		<u>\$ 28,555.00</u>

D. TOTAL EQUIPMENT

D. TOTAL EQUIPMENT \$ 28,555.00

E. Supplies

Item	Computation	
Washington County Sheriffs Office		
Weapon Lights	Purchase 70 at \$145.10 each	\$ 10,157.00
		-
<i>Total WCSO Supplies</i>		<u>\$ 10,157.00</u>

E. TOTAL SUPPLIES

E. TOTAL SUPPLIES \$ 10,157.00

Total Grant Funding

TOTAL JAG 73,927.00

Edward Byrne Memorial
2023 JAG - Local Solicitation

Budget Summary

A. Personnel	\$	-
B. Fringe Benefits	\$	-
C. Travel	\$	35,215.00
D. Equipment	\$	28,555.00
E. Supplies	\$	10,157.00
F. Construction	\$	-
G. Consultants/Contracts	\$	-
H. Other	\$	<u>-</u>
Total Direct Costs	\$	73,927.00
I. Indirect Costs	\$	<u>-</u>
TOTAL PROJECT COSTS	\$	<u>73,927.00</u>
 Federal Request	 \$	 73,927.00
Non-Federal Amount	\$	-



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: **2025 Public Safety Equipment Grant Award**

RECOMMENDATION:

Staff recommends acceptance and approval of the non-matching 2025 Public Safety Equipment Grant (PSEG) from the Arkansas Department of Public Safety (DPS) for a total award of \$75,000, and approval of a budget adjustment.

BACKGROUND:

The Arkansas Department of Public Safety announced grant awards for the 2025 DPS PSEG (Act 786) Program. The DPS PSEG funds support projects that allow for the improvement and delivery of best police practices through increasing access to state-of-the-art safety equipment, training, or accreditation to improve trust between law enforcement and the persons in the communities they serve in the State of Arkansas. With this funding, the DPS supports projects that identify and expand promising police practices by utilizing safety equipment that follows best police practices.

DISCUSSION:

The Fayetteville Police Department has a collection of approximately 50 terabytes of evidence video data stored with WatchGuard. This video evidence needs to be effectively maintained and managed. The challenge is ensuring seamless and efficient maintenance, evaluating, and executing the most suitable data storage solution for our organization's needs. \$58,890 of this grant funding will be used to facilitate the secure transfer of these videos in Cloud storage, involving data conversion, storage system updates, and adherence to legal and regulatory compliance standards. The successful completion of this project will enable us to maintain the integrity, and accessibility of these crucial evidence videos, ensuring that they remain available for ongoing legal proceedings, and meet records retention guidelines.

Currently, not all sworn personnel of the Fayetteville Police Department are equipped with Tasers, limiting their ability to respond with the appropriate level of force to reasonably control and deescalate certain situations. This gap in equipment availability has highlighted the need for an expanded inventory of Tasers across our department. By increasing the availability of Tasers, we can provide officers with the tools they need to reduce the risk of harm to themselves or others during encounters, improve overall safety, and strengthen community trust in our commitment to responsible policing. \$16,110 of this grant funding will be utilized to purchase additional Tasers to ensure all officers have this less lethal option.

BUDGET/STAFF IMPACT:

This grant does not require matching funds. A budget adjustment of \$75,000 will establish the necessary revenue and expenditure budgets within the City's project accounting system. There is no impact on staffing

associated with this grant.

ATTACHMENTS: SRF (#3) , BA (#4), SRM (#5), City of Fayetteville Police Department - MOU (#6), Arkansas Public Safety Equipment Grant Award Approved Budget (#7)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-940

2025 Public Safety Equipment Grant Award

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A NON-MATCHING PUBLIC SAFETY EQUIPMENT GRANT FROM THE ARKANSAS DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$75,000.00 FOR THE POLICE DEPARTMENT TO FACILITATE THE SECURE TRANSFER OF VIDEO EVIDENCE TO CLOUD STORAGE AND PURCHASE ADDITIONAL TASERS, 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 Rawn to accept a non-matching Public Safety Equipment grant from the Arkansas Department of Public Safety in the amount of \$75,000.00 for Police Department to facilitate the secure transfer of video evidence to cloud storage and purchase additional tasers.

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

City of Fayetteville Staff Review Form

2024-940

Item ID

1/7/2025

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

Mike Reynolds

12/11/2024

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends acceptance and approval of the non-matching 2025 Public Safety Equipment Grant (PSEG) from the Arkansas Department of Public Safety (DPS) for a total award of \$75,000, and approval of a budget adjustment.

Budget Impact:

1010.200.2920-4302.01

General Fund

Account Number

Fund

32209.2501

Police - Dept of Public Safety Equip Grant

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? Yes

Budget Adjustment

\$ 75,000.00

Remaining Budget

\$ 75,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025 (BY)	POLICE (200)	
	Requestor: Willie Newman	

Staff recommends acceptance and approval of the non-matching 2025 Public Safety Equipment Grant (PSEG) from the Arkansas Department of Public Safety (DPS) for a total award of \$75,000, and approval of a budget adjustment.

[illegible]



MEETING OF JANUARY 7, 2024

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

DATE: December 11, 2024

SUBJECT: 2025 Public Safety Equipment Grant Award

RECOMMENDATION:

Staff recommends acceptance and approval of the non-matching 2025 Public Safety Equipment Grant (PSEG) from the Arkansas Department of Public Safety (DPS) for a total award and budget adjustment in the amount of \$75,000.

BACKGROUND:

The Arkansas Department of Public Safety announced grant awards for the 2025 DPS PSEG (Act 786) Program. The DPS PSEG funds support projects that allow for the improvement and delivery of best police practices through increasing access to state-of-the-art safety equipment, training, or accreditation to improve trust between law enforcement and the persons in the communities they serve in the State of Arkansas. With this funding, the DPS supports projects that identify and expand promising police practices by utilizing safety equipment that follows best police practices.

DISCUSSION:

The Fayetteville Police Department has a collection of approximately 50 terabytes of evidence video data stored with WatchGuard. This video evidence needs to be effectively maintained and managed. The challenge is ensuring seamless and efficient maintenance, evaluating, and executing the most suitable data storage solution for our organization's needs. \$58,890 of this grant funding will be used to facilitate the secure transfer of these videos in Cloud storage, involving data conversion, storage system updates, and adherence to legal and regulatory compliance standards. The successful completion of this project will enable us to maintain the integrity, and accessibility of these crucial evidence videos, ensuring that they remain available for ongoing legal proceedings, and meet records retention guidelines.

Currently, not all sworn personnel of the Fayetteville Police Department are equipped with Tasers, limiting their ability to respond with the appropriate level of force to reasonably control and deescalate certain situations. This gap in equipment availability has highlighted the need for an expanded inventory of Tasers across our department. By increasing the availability of Tasers, we can provide officers with the tools they need to reduce the risk of harm to themselves or others during encounters, improve overall safety, and strengthen community trust in our commitment to responsible policing. \$16,110 of this grant funding will be utilized to purchase additional Tasers to ensure all officers have this less lethal option.

BUDGET/STAFF IMPACT:

This grant does not require matching funds. A budget adjustment of \$75,000 will establish the necessary revenue and expenditure budgets within the City's project accounting system. There is no impact on staffing associated with this grant.

Attachments:

Budget Adjustment

2025 Public Safety Equipment Grant Award Documents



COL. MIKE A. HAGAR
Secretary

State of Arkansas
Governor Sarah Huckabee Sanders

DEPARTMENT OF PUBLIC SAFETY

1 State Police Plaza Drive
Little Rock, Arkansas 72209
Office: (501) 618-8235

MEMORANDUM OF UNDERSTANDING

In accordance with Act 786 of 2021 the Arkansas Department of Public Safety is responsible for awarding funding from the Public Safety Equipment Grant Fund. Pursuant to the foregoing authority, the Arkansas Department of Public Safety has established the Public Safety Equipment Grant Fund Committee to award funding to applicants who, in the Committee's judgment, best facilitate improving trust between Arkansas law enforcement officers and the communities they serve.

The purpose of this memorandum of understanding is to outline the requirements for applicants that receive grant funding under the DPS Public Safety Equipment Grant Program.

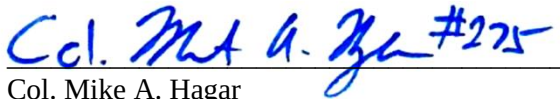
Based on the above, the Arkansas Department of Public Safety ("DPS") and the
(City of Fayetteville Police Department) ("Agency") agree as follows:

1. The Agency will maintain records and receipts for items purchased with the grant funds and will furnish copies of all receipts to DPS quarterly by the end of the month (March, June, September, and December) following the expenditure.
2. Any modification or changes exceeding 10% to the Agency's approved budget must be authorized by the DPS Committee before expenditures for the changes can be made. Any awarded funds not expended during the period set out in the preceding paragraph and in accordance with the budget or approved changes shall be refunded to DPS by 4:30 p.m. December 31, 2025.
3. The awarded funds are subject to audit by DPS and/or the Department of Legislative Audit. Misuse of these funds will result in the Agency being required to reimburse DPS for the funds awarded. Any false, fictitious, or fraudulent statements or claims may result in criminal, civil, or administrative penalties and may prohibit administrations from receiving future awards. (U.S. Code, Title 18, Section 1001)
4. Agencies will be required to complete any surveys related to the implementation and success of the program.
5. The following items will NOT be considered for funding and any funds awarded should not be used for these items:
 - Salaries, over time, fringe benefits related to salaries
 - Any Specialty Court
 - Real Estate
 - Vessel or Aircraft (with the exception of UAS/drones in accordance with Act 525 of 2023)
 - Firearms
 - Construction Projects
 - Buy Money

6. DPS will terminate this agreement and require repayment of any grant funding in the event of fraud, misuse, or expenditures not related to the approved project.

This MOU is in effect from December 2, 2024 through December 31, 2025 and will remain in full force and effect for the duration of the agreement period, not to exceed one year, unless otherwise terminated by DPS.

SIGNATURES



Col. Mike A. Hagar
Secretary
Arkansas Department of Public Safety

Date: 12/02/2024

Lioneld Jordan, Mayor
Authorized Representative
City of Fayetteville Police Department

Date: _____



Col. Mike A. Hagar
Secretary

State of Arkansas
Governor Sarah Huckabee Sanders

**DEPARTMENT OF PUBLIC SAFETY
RESEARCH AND PLANNING DIVISION**

1 State Police Plaza Drive
Little Rock, Arkansas 72209
Office: (501) 618-8235



Christopher Clem, Ph.D.
Director

**ARKANSAS PUBLIC SAFETY EQUIPMENT GRANT AWARD
APPROVED BUDGET**

Award Number: 25PSEG016

Fayetteville Police Department
1800 N. Stephen Carr Memorial Blvd
Fayetteville, AR 72704

CATEGORY 07: CLOUD BASED STORAGE	\$18,600.00
CATEGORY 08: ON-PREMISES SERVER/STORAGE	\$40,290.00
CATEGORY 12: NON-LETHAL EQUIPMENT (Tasers)	\$16,110.00

TOTAL AWARD: \$75,000.00

- ❖ The following items will NOT be considered for funding and your awarded funds must not be used for these items:
- Salaries, overtime, fringe benefits related to salaries
 - Any Specialty Court
 - Real Estate
 - Vessel or Aircraft (*except for UAS/Drones in accordance with Act 252 of 2023*)
 - Firearms
 - Construction Projects
 - Buy Money

Congratulations on your 2025 DPS Public Safety Equipment Grant Program Award. We look forward to working with your agency to continue to improve community trust within the State of Arkansas. Please feel free to contact us by email at dps.rpgrants@dps.arkansas.gov or phone at (501) 618-8235 if you have any questions.



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: Police Department Scheduled Handguns Replacement

RECOMMENDATION:

Staff recommends approval of bid #24-50 to TEECO Safety, Inc. for the purchase of replacement handguns, magazines, optics, weapon lights, and holsters in the amount of \$244,794.00 plus applicable taxes and freight charges.

BACKGROUND:

The department transitioned to Glock police service handguns in May of 2007. The department currently issues Glock Model 35 and Glock Model 23 police handguns to its officers depending on assignment. The currently issued police handguns were issued in May 2017, and are reaching their safe and practical “end of life” after thousands of training rounds fired. The police department’s current inventory of handguns was acquired in May 2017. The proposed replacement, which is approved and funded by the 2025 Capital Improvement Program (CIP), supports modern law enforcement needs with optics-ready handguns proven to improve accuracy and situational awareness.

DISCUSSION:

The current issued police handguns are approximately seven (7) years old, and have had thousands of training rounds fired through them. They are approaching their safe and practical “end of life.” The Fayetteville Police Department is transitioning to the Glock Model 45 9mm caliber handgun. These handguns will be equipped with an Aimpoint ACRO 2 Direct Cut Optic, which represents a significant advancement in law enforcement technology, enhancing officer safety and performance in the field by improving target acquisition, accuracy, and situational awareness, especially in dynamic environments.

The integration of the optics into handguns has been supported by research and real-world evaluations demonstrating reduced training times, higher qualification proficiency, and better decision-making under stress. Additionally, the handguns will also be equipped with the Streamlight TLR-1 Weapon Lights, replacing the current 17-year-old inventory. Each Glock Model 45 handgun will come with five (5) magazines. The Fayetteville Police Department will trade one-hundred thirty (130) Glock Model 35 handguns and forty-four (44) Glock Model 23 handguns for credit to help offset the cost of this project. In addition, all holsters for both uniform and plain-clothes assignments will be replaced to fit the Glock Model 45 police handguns. TEECO Safety, Inc. was the sole bidder on bid #24-50, and formal bid #24-50 includes pricing for the replacement of all primary Glock handguns and accessories.

BUDGET/STAFF IMPACT:

Funding for this purchase is currently budgeted within the Police Weapon Replacement project of the approved

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

2025 CIP. There is no impact on current staffing levels as a result of this purchase.

ATTACHMENTS: SRF (#3) , Staff Memo (#4), Official Bid Tabulation - Bid #24-50 (#5), Bid 24-50 Addendum 2 (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-906

Police Department Scheduled Handguns Replacement

A RESOLUTION TO AWARD BID #24-50 AND AUTHORIZE THE PURCHASE OF REPLACEMENT HANDGUNS, MAGAZINES, OPTICS, WEAPON LIGHTS, AND HOLSTERS FROM TEECO SAFETY, INC. IN THE AMOUNT OF \$244,794.00 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES

WHEREAS, the currently issued police handguns were issued in May 2017 and are reaching their safe and practical end of life after thousands of training rounds fired; and

WHEREAS, the Fayetteville Police Department is transitioning to the Glock Model 45 9mm caliber handgun and will trade one-hundred thirty Glock Model 35 handguns and forty-four Glock Model 23 handguns for credit to help offset the cost.

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 awards Bid #24-50 and authorizes the purchase of replacement handguns, magazines, optics, weapon lights, and holsters from TEECO Safety, Inc. in the amount of \$244,794.00 plus any applicable taxes and freight charges.

City of Fayetteville Staff Review Form

2024-906

Item ID

1/7/2025

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

Mike Reynolds

11/27/2024

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of bid #24-50 to TEECO Safety, Inc. for the purchase of replacement handguns, magazines, optics, weapon lights, and holsters in the amount of \$244,794.00 plus applicable taxes.

Budget Impact:

4470.200.8200-5210.00

Sales Tax Capital Improvements

Account Number

Fund

15013.1

Police Weapon Replacement

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 531,018.00

Expenses (Actual+Encum)

\$ 29,523.65

Available Budget

\$ 501,494.35

Does item have a direct cost? Yes

Item Cost

\$ 244,794.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 256,700.35

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Molly Rawn, Mayor

FROM: Mike Reynolds, Chief of Police 

DATE: December 17, 2024

SUBJECT: Police Department Handgun Replacement

RECOMMENDATION:

Staff recommends approval of bid #24-50 to TEECO Safety, Inc. for the purchase of replacement handguns, magazines, optics, weapon lights, and holsters in the amount of \$244,794.00 plus applicable taxes.

BACKGROUND:

The department transitioned to Glock police service handguns in May of 2007. The department currently issues Glock Model 35 and Glock Model 23 police handguns to its officers depending on assignment. The currently issued police handguns were issued in May 2017, and are reaching their safe and practical "end of life" after thousands of training rounds fired. The police department's current inventory of handguns was acquired in May 2017. The proposed replacement, which is approved and funded by the 2025 Capital Improvement Program (CIP), supports modern law enforcement needs with optics-ready handguns proven to improve accuracy and situational awareness.

DISCUSSION:

The current issued police handguns are approximately seven (7) years old, and have had thousands of training rounds fired through them. They are approaching their safe and practical "end of life." The Fayetteville Police Department is transitioning to the Glock Model 45 9mm caliber handgun. These handguns will be equipped with an Aimpoint ACRO 2 Direct Cut Optic, which represents a significant advancement in law enforcement technology, enhancing officer safety and performance in the field by improving target acquisition, accuracy, and situational awareness, especially in dynamic environments.

The integration of the optics into handguns has been supported by research and real-world evaluations demonstrating reduced training times, higher qualification proficiency, and better decision-making under stress. Additionally, the handguns will also be equipped with the Streamlight TLR-1 Weapon Lights, replacing the current 17-year-old inventory. Each Glock Model 45 handgun will come with five (5) magazines. The Fayetteville Police Department will trade one-hundred thirty (130) Glock Model 35 handguns and forty-four (44) Glock Model 23 handguns for credit to help offset the cost of this project. In addition, all holsters for both uniform and plain-clothes assignments will be replaced to fit the Glock Model 45 police handguns.

TEECO Safety, Inc. was the sole bidder on bid #24-50, and formal bid #24-50 includes pricing for the replacement of all primary Glock handguns and accessories.

BUDGET/STAFF IMPACT:

Funding for this purchase is currently budgeted within the Police Weapon Replacement project of the approved 2025 CIP. There is no impact on current staffing levels as a result of this purchase.

Attachments:

SRF 2024-906

Official Bid Tabulation – Bid #24-50

Bid 24-50 Addendum 2



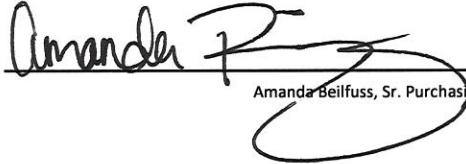
BID TABULATION

Bid 24-50, Glock Pistols

DEADLINE: Tuesday, November 26, 2024 at 2:00 PM

			TEECO SAFETY	
			TOTAL	\$244,794.00
Line #	Description	QTY UOM	Unit	Extended
1	Glock 45 Pistols (with three 17-round magazines, Aimpoint optics, Ameriglo front sites, and square notch back sites)	200 EA	<u>\$938.72</u>	\$187,744.00
2	Additional 17-Round Magazines	400 EA	<u>\$20.00</u>	\$8,000.00
3	Streamlight TLR-1 Weapon Lights	200 EA	<u>\$149.00</u>	\$29,800.00
4	Safariland STX Basketweave Holsters	180 EA	<u>\$189.00</u>	\$34,020.00
5	Safariland ALS Concealment Paddle Holsters	180 EA	<u>\$129.00</u>	\$23,220.00
6	Safariland Injection Molded Belt Loop Holster Attachments	180 EA	<u>\$18.50</u>	\$3,330.00
7	Trading for Credit: Glock 35 pistols	130 EA	<u>-\$240.00</u>	-\$31,200.00
8	Trading for Credit: Glock 23 pistols	44 EA	<u>-\$230.00</u>	-\$10,120.00

 11/26/24
Kenny Fitch, Purchasing Agent

 11/26/24
Amanda Beilfuss, Sr. Purchasing Agent



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 24-50 Addendum 2

TEECO SAFETY

TEECO-ARKANSAS

Supplier Response

Event Information

Number: Bid 24-50 Addendum 2
Title: Glock Pistols
Type: Invitation to Bid
Issue Date: 11/17/2024
Deadline: 11/26/2024 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the purchase of Glock pistols and Glock pistol accessories. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: kfitch@fayetteville-ar.gov

TEECO SAFETY Information

Contact: PAUL VINER
Address: 19927 I30
BENTON, AR 72015
Phone: (501) 943-8046
Fax: (501) 943-8047
Email: pau@teecosafety.com
Web Address: teecosafetyinc.com

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

PAUL M VINER

Signature

Submitted at 11/25/2024 08:18:32 AM (CT)

paul@teecosafety.com

Email

Supplier Note

The pistols will be ordered through GLOCK shipping is 90 to 120 days for delivery. and

Requested Attachments

Bid 24-50, Bid Form and Signature Pages

PAPER WORK REVISED 11 21
2024.pdf

Please attach your signed, completed form. This can be found in the 'Attachments' tab.

Bid Attributes

1 Check Yes or No:

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.

☒ Yes

☐ No

2 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes

☐ No

3 Addendum Acknowledgement:

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree

4 Check Yes or No:

Bidder is an authorized Glock law enforcement distributor or sub-distributor in the state of Arkansas.

☒ Yes☐ No**Bid Lines****1** Glock 45 Pistols (with three 17-round magazines, Aimpoint optics, Ameriglo front sites, and square notch back sites)Quantity: 200 UOM: EA Price: \$938.72 Total: \$187,744.00Supplier Notes: PA45S302MOS7A2**2** Additional 17-Round MagazinesQuantity: 400 UOM: EA Price: \$20.00 Total: \$8,000.00Supplier Notes: 39328**3** Streamlight TLR-1 Weapon LightsQuantity: 200 UOM: EA Price: \$149.00 Total: \$29,800.00Supplier Notes: 69210**4** Safariland STX Basketweave HolstersQuantity: 180 UOM: EA Price: \$189.00 Total: \$34,020.00Supplier Notes: 6360RDS-2832-481**5** Safariland ALS Concealment Paddle HolstersQuantity: 180 UOM: EA Price: \$129.00 Total: \$23,220.00Supplier Notes: 6378RDS-2832-411**6** Safariland Injection Molded Belt Loop Holster AttachmentsQuantity: 180 UOM: EA Price: \$18.50 Total: \$3,330.00Supplier Notes: 567BL-1-2-225**7** Trading for Credit: Glock 35 pistols (enter price as a negative amount)Quantity: 130 UOM: EA Price: \$-240.00 Total: \$-31,200.00**8** Trading for Credit: Glock 23 pistols (enter price as a negative amount)Quantity: 44 UOM: EA Price: \$-230.00 Total: \$-10,120.00**Response Total: \$244,794.00**

 www.glock.com	GLOCK, Inc.	USA	
	6000 Highlands Parkway Smyrna, GA 30082 USA Tel. +1 770 432 1202 Fax +1 770 433 8719		

City of Fayetteville
Purchasing Division
Attn: Kenny Fitch
City of Fayetteville, AR

VIA EMAIL
kfitch@fayetteville-ar.gov

your reference	dated	our reference	Smyrna, GA 21-November-2024
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Re: Authorized Agency Sales

Dear Mr. Fitch,

Please be advised, TEECO Safety, Inc., located at 19927 I-30 South, Benton, AR 72015, is an authorized GLOCK law enforcement distributor for sales of GLOCK weapon systems, parts and accessories in the State of Arkansas. Therefore, TEECO Safety, Inc. can service the procurement needs for GLOCK products of law enforcement agencies in the State of Arkansas.

TEECO Safety, Inc. will handle directly all communications regarding pricing, terms and conditions as well as trade ins, if any, of out of commission firearms towards partial payment of new GLOCK pistols.

Sincerely,
GLOCK, Inc.



Carlos A. Guevara
Vice President - General Counsel

City of Fayetteville
Bid 24-50, Glock Pistols
SECTION 03: REFERENCES

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

COMPANY NAME: Teco Safety
NUMBER OF YEARS IN BUSINESS: 30 HOW LONG IN PRESENT LOCATION: 5
TOTAL NUMBER OF CURRENT EMPLOYEES: 9 FULL TIME 1 PART TIME
NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 1 FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Little Rock PD.
COMPANY NAME

Little Rock Dr. 72206
CITY, STATE, ZIP

Tom Velland
CONTACT PERSON

501-918-4322
TELEPHONE

8-18-2022
DATE COMPLETED

tvelland@littlerock.gov
E-MAIL ADDRESS

2. Arkansas Community Corr.
COMPANY NAME

N.L.R. Johnsons 72124
CITY, STATE, ZIP

Duranda Johnson
CONTACT PERSON

501-267-6120
TELEPHONE

4-18-2022
DATE COMPLETED

Duranda Johnson@arkcpr.gov
E-MAIL ADDRESS

3. Arkansas Game & Fish
COMPANY NAME

Little Rock Dr. 72116
CITY, STATE, ZIP

Captain Sydney Carman
CONTACT PERSON

501-246-7869
TELEPHONE

11-16-24
DATE COMPLETED

Sydney.Carman@agf.ar.gov
E-MAIL ADDRESS

4. Arkansas State Police
COMPANY NAME

Little Rock Ark. 72209
CITY, STATE, ZIP

Chad Staley
CONTACT PERSON

501-418-8800
TELEPHONE

1-18-23
DATE COMPLETED

Chad.Staley@asp.arkansas.gov
E-MAIL ADDRESS

1. DISCLOSURE INFORMATION

Upon signing this Bid, the bidder certifies the following:

- a. 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, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

PLEASE CHECK ONE OF THE FOLLOWING OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR COMPANY:

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain):

- b. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
- c. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
- d. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
- e. 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.
- f. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

- g. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- h. 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.

2. ADDENDA ACKNOWLEDGEMENT:

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
24-50	<i>[Signature]</i> <i>[Printed Name]</i>	11-29-24

3. DEBARMENT CERTIFICATION

- a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- b. 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.
- c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

4. SIGNATURE SUBMITTAL

*NAME OF COMPANY: _____

Teeco Safety

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

Teeco Safety

*BUSINESS ADDRESS: _____

1360 Brimmer Dr.

*CITY: _____

Shreveport

*STATE: _____

LA.

*ZIP: _____

71107

*PHONE: _____

318-424-5176

FAX: _____

318-424-5184

*E-MAIL: _____

Bobcat@teecosafety.com

*TAX ID NUMBER: _____

720743730

AR SECRETARY OF STATE FILING #: _____

911271093

UNIQUE ENTITY NUMBER: _____

C731ETJFV2Q3

CAGE NUMBER: _____

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

SIGNATURE: _____

Paul Viner

PRINTED NAME: _____

PAUL VINER

TITLE: _____

General Manager

DATE: _____

11-19-24

END OF BID FORM

ALL BIDDERS SHALL SUBMIT THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATIONS" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- **NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER:** When given a specification option containing a blank (example a.____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 It is the intent of the following specifications to describe Glock pistols, attachments, and accessories. Glock shall be the only approved brand of pistol.
- 1.2 The City of Fayetteville intends to trade (130) Glock 35 pistols and (44) Glock 23 pistols for credit.
- 1.3 This bid is for equipment only.
- 1.4 All specifications are written to minimums, unless otherwise noted.
- 1.5 All unit(s) bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
- 1.6 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.

2. MANUFACTURER/MODEL –

- a. ☒ The model of the pistols shall be Glock 45.
- b. ☒ Pistols shall be capable of firing 9mm ammunition.
- c. ☒ Pistols shall be equipped with an Aimpoint ACRO 2 Direct Cut optic.
- d. ☒ Pistols shall be equipped with an Ameriglo subdued Tritium night front site with a black outline at the appropriate height to co-witness with the Aimpoint optic.
- e. ☒ Pistols shall be equipped with a black square notch rear site at the appropriate height to co-witness with the Aimpoint optic.
- f. ☒ Three 17-round capacity magazines shall be included with each pistol.
- g. ☒ Additional magazines shall have 17-round capacity.
- h. ☒ Weapon lights shall be Streamlight TLR-1 (300 lumens).
- i. ☒ Holsters shall be black Safariland STX Basketweave Holsters, model 6360RDS, compatible with Aimpoint optic and Streamlight.
- j. ☒ Additional holsters shall be black Safariland ALS Concealment Paddle Holsters, model 6378RDS, compatible with Aimpoint optic and Streamlight.
- k. ☒ Additional holster attachment shall be 2¼" Safariland Injection Molded Belt Loop, model 567BL, with standard drop.



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU: Kit Williams, City Attorney
Blake Pennington, Assistant City Attorney

FROM: Hannah Hungate, Assistant City Attorney

SUBJECT: **Parti Investments, LLC Condemnation**

RECOMMENDATION:

The City Attorney's Office recommends the Fayetteville City Council authorize our office to seek court-ordered possession of lands owned by Parti Investments, LLC and to deposit into the registry of the Circuit Court an additional \$30,047.00 as estimated just compensation.

BACKGROUND:

On October 17, 2023, the City Council passed Resolution 230-23 authorizing our office to initiate condemnation proceedings against Parti Investments, LLC to acquire right-of-way and easements necessary for the Highway 71B Corridor Project. The resolution authorized the deposit of just compensation in the amount of \$10,878.75, which was based on appraisals of other properties involved in the project.

Just nine (9) days after the resolution was passed, the City received an appraisal conducted specifically for this property, which estimated a higher amount of just compensation. That appraisal estimated just compensation for the taking to be \$14,953.00. On November 7, 2024, the City Council passed Resolution 250-23, resolving to amend Resolution 230-23 and authorizing our office to deposit the estimated just compensation of \$14,953.00 into the registry of the Circuit Court.

Our office filed the condemnation action against Parti Investments, LLC on November 8, 2023, and deposited a check into the Circuit Court registry in the amount of \$14,953.00 on November 27, 2023. Since that time, the City has identified additional right-of-way needed to complete the project. The City obtained a new appraisal on December 3, 2024, which estimated just compensation for all requested right-of-way and easements on Parti Investments, LLC's property to be \$45,000.00.

DISCUSSION:

To gain immediate possession of the additional lands sought in this case, our office must deposit a total of \$45,000.00 into the registry of the Circuit Court. We deposited \$14,953.00 for the right-of-way and easements requested in November 2023, so we must now deposit an additional \$30,047.00 to reach the total estimated just compensation of \$45,000.00.

Therefore, our office requests that the City Council authorize us to seek court-ordered possession of the additional lands needed for the project and pay into the registry of the Circuit Court additional just compensation in the amount of \$30,047.00.

BUDGET/STAFF IMPACT:

The corridor improvements are funded by the 2019 Transportation Bond Program.

ATTACHMENTS: SRF (#3) , Staff Memo (#4), Resolution 230-23 (#5), Resolution 250-23 (#6), Registry Receipt (#7), Right of Way and Easement Documents (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1108

Parti Investments, LLC Condemnation

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF ADDITIONAL LANDS OWNED BY PARTI INVESTMENTS, LLC. NEEDED FOR THE HIGHWAY 71B CORRIDOR PROJECT

WHEREAS, the City of Fayetteville initiated condemnation proceedings against Parti Investments, LLC on November 8, 2023, to seek possession of approximately 0.05 acres of general utility easement and temporary construction easement and 200 square feet of right-of-way needed to complete the Highway 71B Corridor Project; and

WHEREAS, on November 27, 2023, the City deposited \$14,953.00 into the registry of the Circuit Court to obtain immediate possession of the property sought; and

WHEREAS, the City has since identified additional right-of-way needed to complete the Highway 71B Corridor Project; and

WHEREAS, the City has obtained a new appraisal which estimates just compensation for the 0.04 acres of right-of-way and 0.05 acres of general utility easement and temporary construction easement sought by the City of Fayetteville to be \$45,000.00; and

WHEREAS, in order to request possession of the newly-identified property from the Circuit Court, the City must deposit an additional \$30,047.00 into the registry of the Circuit Court; and

WHEREAS, the City needs to gain possession of this needed property promptly to begin work on this public improvement and to not delay construction of the project.

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 City Attorney to seek court-ordered possession of property located on or near the Highway 71B Corridor Project and owned by Parti Investments, LLC, that is needed for additional right-of-way for the Project, and to pay into the registry of the Circuit Court additional just compensation in the amount of \$30,047.00.

City of Fayetteville Staff Review Form

2024-1108

Item ID

1/7/2025

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

Hannah Hungate

12/19/2024

CITY ATTORNEY (021)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The City Attorney's Office recommends the Fayetteville City Council authorize our office to seek court-ordered possession of lands owned by Parti Investments, LLC and needed for our Highway 71B Corridor Project and to deposit into the registry of the Circuit Court an additional \$30,047.00 as estimated just compensation.

Budget Impact:

4702.860.7221-5805.00

4702 - Street Projects 2022 Bonds

Account Number

Fund

46020.7221.1020

Hwy 71B Corridor

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,920,222.50

Expenses (Actual+Encum)

\$ 200,572.00

Available Budget

\$ 2,719,650.50

Does item have a direct cost? Yes

Item Cost

\$ 30,047.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,689,603.50

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF JANUARY 7, 2025

TO: Mayor and City Council

THRU: Kit Williams, City Attorney
Blake Pennington, Senior Assistant City Attorney

FROM: Hannah Hungate, Assistant City Attorney

DATE: December 19, 2024

SUBJECT: Parti Investments, LLC Condemnation

RECOMMENDATION:

The City Attorney's Office recommends the Fayetteville City Council authorize our office to seek court-ordered possession of lands owned by Parti Investments, LLC and to deposit into the registry of the Circuit Court an additional \$30,047.00 as estimated just compensation.

BACKGROUND:

On October 17, 2023, the City Council passed Resolution 230-23 authorizing our office to initiate condemnation proceedings against Parti Investments, LLC to acquire right-of-way and easements necessary for the Highway 71B Corridor Project. The resolution authorized the deposit of just compensation in the amount of \$10,878.75, which was based on appraisals of other properties involved in the project.

Just nine (9) days after the resolution was passed, the City received an appraisal conducted specifically for this property, which estimated a higher amount of just compensation. That appraisal estimated just compensation for the taking to be \$14,953.00. On November 7, 2024, the City Council passed Resolution 250-23, resolving to amend Resolution 230-23 and authorizing our office to deposit the estimated just compensation of \$14,953.00 into the registry of the Circuit Court.

Our office filed the condemnation action against Parti Investments, LLC on November 8, 2023, and deposited a check into the Circuit Court registry in the amount of \$14,953.00 on November 27, 2023. Since that time, the City has identified additional right-of-way needed to complete the project. The City obtained a new appraisal on December 3, 2024, which estimated just compensation for all requested right-of-way and easements on Parti Investments, LLC's property to be \$45,000.00.

DISCUSSION:

To gain immediate possession of the additional lands sought in this case, our office must deposit a total of \$45,000.00 into the registry of the Circuit Court. We deposited \$14,953.00 for the right-

of-way and easements requested in November 2023, so we must now deposit an additional \$30,047.00 to reach the total estimated just compensation of \$45,000.00.

Therefore, our office requests that the City Council authorize us to seek court-ordered possession of the additional lands needed for the project and pay into the registry of the Circuit Court additional just compensation in the amount of \$30,047.00.

BUDGET/STAFF IMPACT:

The corridor improvements are funded by the 2019 Transportation Bond Program.

Attachments:

- Staff Review Form
- Resolution 230-23
- Resolution 250-23
- Registry Receipt
- Easement Documents



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

Resolution: 230-23

File Number: 2023-1141

PARTI INVESTMENTS, LLC (CONDEMNATION):

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY PARTI INVESTMENTS, LLC NEEDED FOR THE HIGHWAY 71B CORRIDOR PROJECT

WHEREAS, the City of Fayetteville and Parti Investments, LLC have been unable to agree upon a fair price for approximately 0.05 acres of utility easement and 200 square feet of right-of-way needed to complete the Highway 71B Corridor Project; and

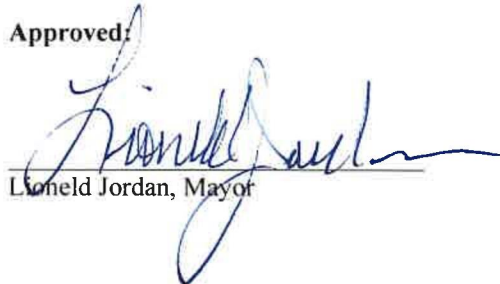
WHEREAS, the City of Fayetteville needs to gain possession of this needed property promptly to begin work on this public improvement and to not delay construction of the project.

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 City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 71B Corridor Project and owned by Parti Investments, LLC, that is needed for a utility easement and right-of-way for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of \$10,878.75.

PASSED and APPROVED on October 17, 2023

Approved:


Lionel Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





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

Resolution: 250-23

File Number: 2023-1260

RESOLUTION 230-23 AND AUTHORIZE CONDEMNATION OF PROPERTY OWNED BY PARTI INVESTMENTS (AMENDMENT):

A RESOLUTION TO AMEND RESOLUTION 230-23 AND AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY PARTI INVESTMENTS, LLC NEEDED FOR THE HIGHWAY 71B CORRIDOR PROJECT

WHEREAS, the City of Fayetteville and Parti Investments, LLC have been unable to agree upon a fair price for approximately 0.05 acres of general utility easement and temporary construction easement and 200 square feet of right-of-way needed to complete the Highway 71B Corridor Project; and

WHEREAS, the City of Fayetteville needs to gain possession of this needed property promptly to begin work on this public improvement and to not delay construction of the project; and

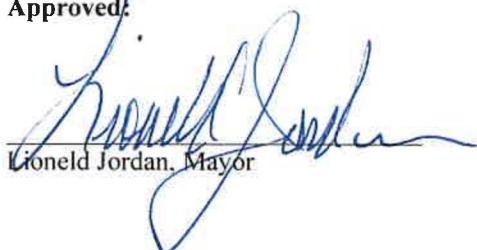
WHEREAS, the City received an appraisal on October 26 valuing the property being taken as more than the \$10,878.75 that had been estimated and approved by Resolution 230-23.

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 amends Resolution 230-23 and authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Highway 71B Corridor Project and owned by Parti Investments, LLC, that is needed for temporary construction easement, utility easement, and right-of-way for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of \$14,953.00.

PASSED and APPROVED on November 7, 2023

Approved:


Lionel Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer



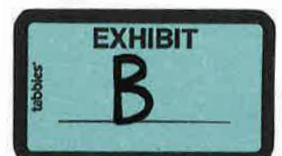
RECEIPT

KYLE SYLVESTER**Washington County Circuit Clerk****280 N. College Ste 302****Fayetteville, 72701**Receipt 0000320Date: November 27, 2023Received From: City Of FayettevilleAmount 14,953.00Fourteen Thousand Nine Hundred Fifty Three Dollars And No Cents ***** DollarsMethod of Payment Check Check # 3106Bank Account # XXXX - 1387Comment City of Fayetteville V Parti Investments 23CV3445**Distribution**

CV 23-3445	CITY OF FAYETTEVILLE V PARTI INVESTMENTS, LLC	\$14,953.00
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Signed: Megan Wood

(Megan Wood)



WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT **Parti Investments LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of Lots Numbered 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 9; thence S 86°50'33" E along the North line of said Lot 9 a distance of 10.70 feet; thence leaving said North line S 04°42'22" W a distance of 200.07 feet to the South line of said Lot 6; thence N 86°50'33" W along said South line a distance of 5.29 feet to the Southwest corner of said Lot 6; thence leaving said South line N 03°09'27" E along the West line of said Wahneetah Heights Addition a distance of 200.00 feet to the POINT OF BEGINNING, containing 1,598 square feet or 0.04 acres, more or less, of which 1,399 square feet or 0.03 acres more or less is considered prescriptive right of way.

TO HAVE AND TO HOLD the said lands and appurtenances hereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantor hereby covenants that it is lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantor will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _____ day of _____, 2024.

REVENUE STAMPS AFFIDAVIT

The foregoing deed has the correct amount of Revenue Stamps affixed to it or is **exempt** from such stamps.

Signed: _____

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

PARTI INVESTMENTS, LLC, an Arkansas limited liability company

BY: _____

PRINTED NAME AND TITLE

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he/she is a **Member of Parti Investments, LLC, an Arkansas limited liability company**, and is duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2024.

MY COMMISSION EXPIRES:

Notary Public

GENERAL UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Parti Investments LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto the public utilities holding a franchise granted by said City of Fayetteville, a permanent easement for the purpose of construction, maintenance, repair and/or replacement, enlargement and operations of general utilities including water and/or sanitary sewer pipe line or lines, manholes, natural gas, electrical power, telephone, fiber optic cable(s) and television communication line or lines, traffic signal poles and equipment, and appurtenances thereto, on over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 2021-8808)

Lots 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas. Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

LESS AND EXCEPT:

A part of Lots Numbered 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 9; thence S 86°50'33" E along the North line of said Lot 9 a distance of 1.00 feet; thence leaving said North line S 04°42'22" W a distance of 200.07 feet to the South line of said Lot 6; thence N 86°50'33" W along said South line a distance of 1.00 feet to the East right of way of North College Avenue; thence leaving said South line N 04°42'22" E along said East right of way a distance of 200.07 feet to the **POINT OF BEGINNING**, containing 200 square feet or 0.00 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

A part of Lots Numbered 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 9; thence S 86°50'33" E along the North line of said Lot 9 a distance of 10.70 feet to the **POINT OF BEGINNING**; thence S 86°50'33" E along said North line a distance of 10.00 feet; thence leaving said North line S 04°42'22" W a distance of 180.07 feet; thence S 86°50'33" E a distance of 5.00 feet; thence S 04°42'22" W a distance of 20.01 feet to the South line of said Lot 6; thence N 86°50'33" W along said South line a distance of 15.01 feet; thence N 04°42'22" E a distance of 200.07 feet to the **POINT OF BEGINNING**, containing 2,101 square feet or 0.05 acres, more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee and the public utilities holding a franchise granted by said City of Fayetteville, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such pipe line or lines, electrical power, telephone and/or television lines or cables, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee and its associated franchisees, which hereby agree to bury all pipes, lines and/or cables where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above water.

The Grantor agrees not to erect any buildings or structures in said permanent easement. This easement cannot be used for above-ground micro-wireless facilities, small wireless facilities (including associated poles or support structures), or any other similar wireless communications facilities.

The Grantee and its associated franchisees shall have the right to construct additional pipe lines, electric power lines, telephone and/or television lines or cables upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 2024.

PARTI INVESTMENTS LLC, an Arkansas limited liability company

BY: _____

[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he/she is a **Manager of Parti Investments, LLC, an Arkansas limited liability company**, and is duly authorized in his/her capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2024.

MY COMMISSION EXPIRES:

Notary Public

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Parti Investments LLC, an Arkansas limited liability company**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a temporary construction and grading easement on, over, and through the following described land situated in the County of Washington, State of Arkansas, for the sole purposes necessary for construction of improvements to College Avenue, to-wit:

PROPERTY DESCRIPTION: (Deed Ref: 2021-8808)

Lots 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas. Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

LESS AND EXCEPT:

A part of Lots Numbered 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas, being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 9; thence S 86°50'33" E along the North line of said Lot 9 a distance of 1.00 feet; thence leaving said North line S 04°42'22" W a distance of 200.07 feet to the South line of said Lot 6; thence N 86°50'33" W along said South line a distance of 1.00 feet to the East right of way of North College Avenue; thence leaving said South line N 04°42'22" E along said East right of way a distance of 200.07 feet to the **POINT OF BEGINNING**, containing 200 square feet or 0.00 acres, more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A part of Lots Numbered 6, 7, 8 and 9, Block 1, Wahneetah Heights Addition to the City of Fayetteville, Arkansas, per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 9; thence S 86°50'33" E along the North line of said Lot 9 a distance of 10.70 feet to the **POINT OF BEGINNING**; thence S 86°50'33" E along said North line a distance of 10.00 feet; thence leaving said North line S 04°42'22" W a distance of 180.07 feet; thence S 86°50'33" E a distance of 5.00 feet; thence S 04°42'22" W a distance of 20.01 feet to the South line of said Lot 6; thence N 86°50'33" W along said South line a distance of 15.01 feet; thence N 04°42'22" E a distance of 200.07 feet to the **POINT OF BEGINNING**, containing 2,101 square feet or 0.05 acres, more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that the above temporary construction and grading easement shall exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The consideration first above recited as being paid to the Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this easement on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 2024.

PARTI INVESTMENTS LLC, an Arkansas limited liability company

BY: _____

[Please print or type Name and Title]

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared _____, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he/she is a **Manager of Parti Investments, LLC, an Arkansas limited liability company**, and is duly authorized in his/her capacities to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2024.

MY COMMISSION EXPIRES:

Notary Public



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
SUBJECT: **Downtown Outdoor Refreshment Area Boundary Amendment**

RECOMMENDATION:

Staff is recommending approval of an ordinance amending the boundary of the Downtown Outdoor Refreshment Area.

BACKGROUND:

Fayetteville's Downtown Outdoor Refreshment Area (ORA) was founded in 2020 following the State of Arkansas's passage of Act 812, which authorizes municipalities to create designated areas where alcoholic beverages can be possessed and consumed. Currently, nearly seventy businesses participate in the Downtown ORA, and it has been in operation for over four years without issue. The Department of Economic Vitality received notice from the Fayetteville Police Department that a new alcohol serving business had opened just outside the current ORA boundary and an amendment would be needed for them to participate in the ORA program.

DISCUSSION:

A new business recently opened in Downtown Fayetteville, Ozark Charcuterie, is a wine bar and catering business owned by Mallory Files. The business is currently operating on the south side of the building at 3 E Mountain Street, which happens to be just outside of the boundary of Fayetteville's open consumption district. The proposed boundary amendment enables Ozark Charcuterie to participate in Outdoor Refreshment Area Program.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: SRF (#3) , ORA Map Revision - December 2024 (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1081

Downtown Outdoor Refreshment Area Boundary Amendment

AN ORDINANCE TO AMEND § 111.07 OUTDOOR REFRESHMENT AREA OF THE FAYETTEVILLE CITY CODE TO ADOPT A NEW DOWNTOWN OUTDOOR REFRESHMENT AREA BOUNDARY MAP

WHEREAS, pursuant to Ark. Code Ann. § 14-54-1412, the City has established both temporary and permanent entertainment districts permitting alcohol possession in outdoor public spaces; and

WHEREAS, a new wine bar and catering business recently opened in Downtown Fayetteville on the south side of the building at 3 East Mountain Street which is just outside the boundary of Fayetteville's Downtown Outdoor Refreshment Area and this amendment will enable this new business to participate in the Outdoor Refreshment Area Program.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (D) of § **111.07 Outdoor Refreshment Area** of the Fayetteville City Code adopting a new Downtown Outdoor Refreshment Area boundary map as shown in Exhibit 1 attached to this Ordinance.

City of Fayetteville Staff Review Form

2024-1081

Item ID

N/A

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

Devin Howland

12/16/2024

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

STAFF IS RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING THE BOUNDARY OF THE DOWNTOWN OUTDOOR REFRESHMENT AREA.

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:

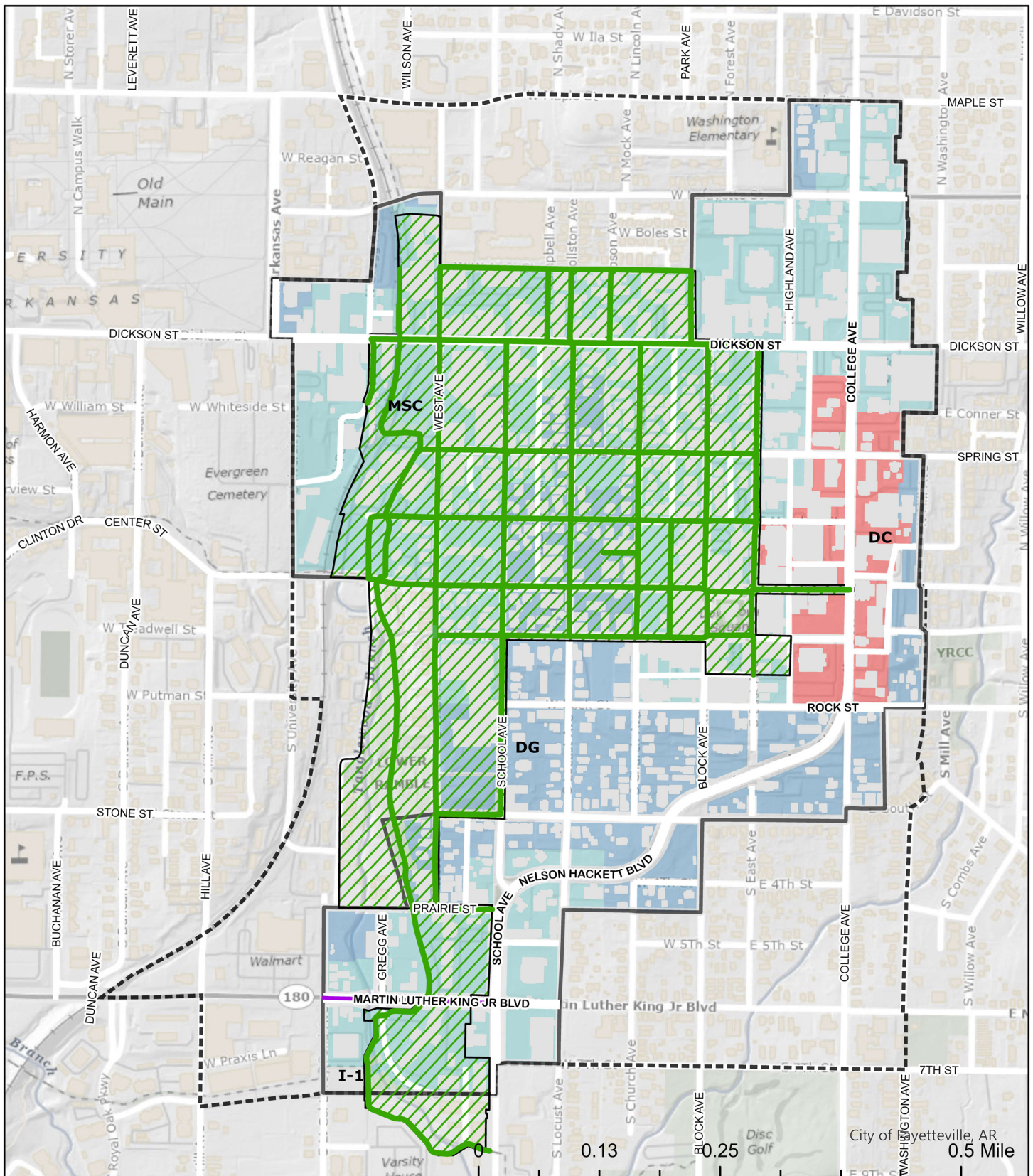
Previous Ordinance or Resolution # 6716

Change Order Number:

Approval Date: 2/6/2024

Original Contract Number:

Comments:



- ARDOT ROW
- Route
- Open Consumption District
- Adopted ORA Area
- Adopted Cultural Arts District

Exhibit 1

Fayetteville Outdoor Refreshment Area (ORA)

With Zoning - Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 12/12/2024
 Path: Path: G:\GIS2\Projects\2020\ORA\ORA.aprx\Cultural Arts District Map



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU: Keith Macedo, IT Director
Jonathan Curth, Development Services Director

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

SUBJECT: **ADM-2024-0053: Administrative Item (Amend UDC Chapter 161 – Zoning Regulations): Submitted by CITY OF FAYETTEVILLE STAFF.** The request is an amendment to UDC Chapter 161 to create a new zoning district section 161.37 called Urban Neighborhood and set zoning regulations for the new district including permitted and conditional uses, lot dimensional standards, setbacks, and building height. Additionally, amendments are proposed to section 160.01 – Establishment of Districts to add the new district, section 164.25 – Tandem Lot Development to establish building setbacks for tandem lots, section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement, and chapter 174 – Signs to establish sign regulations for the new zoning district.

RECOMMENDATION:

City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code creating 161.37, Urban Neighborhood, and amending section 160.01 – Establishment of Districts, section 164.25 – Tandem Lot Development, section 167.04 – Tree Preservation and Protection During Development, and chapter 174 – Signs.

BACKGROUND:

Since 2018 the Planning Commission has considered 400 rezoning applications, providing commissioners with a thorough knowledge of zoning districts as well as familiarity with public concerns on both proposed rezonings and developments. When a property's existing zoning designation does not fit development or land use goals, it is typical for a property or business owner or a developer to request a new zoning district that permits the intended development or use. With an infinite number of possible configurations however, and a near-finite number of options for zoning districts, applicants at times request zoning districts that permit more than is required for the project but that have key components that offer needed entitlements. A Bill of Assurance is a long-used option to constrain zoning district entitlements, but it can only be offered voluntarily and requires additional entitlement tracking on behalf of city staff, title companies, and future property owners. In light of these issues, Planning Commission Chair Andrew Brink proposed a new zoning district to staff and fellow Planning Commissioners to fill an observed gap in the current set of zoning district entitlements and constraints.

DISCUSSION:

The purpose of this amendment is to establish a new zoning district titled "Urban Neighborhood" (UN). Through discussion with the Planning Commission at their September and October Long Range Planning Committee meetings, staff detailed standards for existing zoning districts that are often thought of as mixed-use districts

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

suitable for walkable neighborhoods and provided a side by side comparison. The UN zoning district is intended to bridge existing zoning districts (primarily the Neighborhood Services – General (NS-G) and Downtown General (DG) zoning districts) by adding higher-density housing types as permitted uses while limiting building height to three stories, as concerns about taller building heights are frequently heard in public comment on development applications.

A site design advantage to the proposed UN zoning district is that no minimum lot size is proposed, and minimum lot width would be a narrow 12', which would permit a single driveway width or could potentially accommodate a narrow townhouse. No street frontage for non-residential uses is proposed, meaning lots would not have a zoning requirement to have street frontage, although street frontage may be required for utility connections depending on the lot, site, and utility configuration. The zoning district is not proposed to have a front setback, usually associated with large front parking lots and buildings set back from the street. Instead a 0'-25' front build-to zone is proposed, meaning future buildings would need to be located within the front 25' of the property where it abuts a public right-of-way. Siting buildings closer to the street creates shorter connections to building entrances for cyclists and pedestrians and creates a more urban streetscape when fully built out. Buildings would need to be built across a minimum of 50% of the lot frontage but could still utilize up to half of the frontage for vehicle circulation and site design elements. No side setbacks are proposed, and rear setbacks are 5' from the property line or 12' from the centerline of an alley, which is common to existing zoning districts. The building height maximum is proposed to be 3 stories.

With the addition of a new zoning district comes amendments to other sections of the Unified Development Code (UDC). In this instance amendments are also needed to:

- Section 160.01 – Establishment of Zoning Districts to add UN to the list of zoning districts.
- Section 164.25 – Tandem Lot Development to establish building setbacks of 5 feet from all property lines for tandem lots, the same as for the mixed-use zoning districts listed in Section 164.25(B)(5)(e).
- Section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement for the UN zoning district in Section 167.04(C) Table 1. This is proposed to be 15%, the middle ground between tree canopy protection percentages for NS-G (20%) and DG (10%).
- Chapter 174 – Signs to establish sign regulations for the new zoning district:
 - 174.10(A)(3), 174.10(B)(2)(c), 174.10(C)(1), 174.10(D)(1), and 174.12 (C) to add “UN” to define which sign regulations are applicable for the new district.

At their October 24, 2024 Long Range Planning Committee meeting Commissioners present discussed the proposed zoning district and comparison to existing zoning districts, with consensus from commissioners present that the new zoning district would be a beneficial option and they would like to see it established in the UDC. Motion to forward the new zoning district to the Planning Commission with a name determined by staff was made by Commissioner Brink and seconded by Commissioner Madden. A unanimous vote of 6-0-0 followed. Commissioners requested that Long Range Planning staff work with Urban Forestry staff to propose a tree preservation requirement when the additional UDC amendments for the zoning district are presented to the full Planning Commission at their next available regular meeting.

The Planning Commission considered the proposal at their December 9, 2024 meeting. No public comment was received. The motion to forward was made by Commissioner Brink and seconded by Commissioner Werner. A vote of 9-0-0 followed.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

N/A

ATTACHMENTS: SRF (#3) , Proposed Ordinance - Exhibit A (#4), Proposed Ordinance Amendment in Strikethrough (#5), Planning Commission Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1078

ADM-2024-0053: Administrative Item (Amend UDC Chapter 161 – Zoning Regulations): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161 to create a new zoning district section 161.37 called Urban Neighborhood and set zoning regulations for the new district including permitted and conditional uses, lot dimensional standards, setbacks, and building height. Additionally, amendments are proposed to section 160.01 – Establishment of Districts to add the new district, section 164.25 – Tandem Lot Development to establish building setbacks for tandem lots, section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement, and chapter 174 – Signs to establish sign regulations for the new zoning district.

AN ORDINANCE TO AMEND CHAPTER 161 ZONING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE TO ENACT § 161.37 URBAN NEIGHBORHOOD AND ESTABLISH ZONING REGULATIONS FOR THE NEW ZONING DISTRICT, TO AMEND § 160.01 ESTABLISHMENT OF DISTRICTS TO ADD THE NEW DISTRICT, TO AMEND § 164.25 TANDEM LOT DEVELOPMENT TO ESTABLISH BUILDING SETBACKS FOR TANDEM LOTS, TO AMEND § 167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT TO ESTABLISH A MINIMUM CANOPY REQUIREMENT, AND TO AMEND CHAPTER 174 SIGNS TO ESTABLISH SIGN REGULATIONS FOR THE NEW ZONING DISTRICT

WHEREAS, the Urban Neighborhood (UN) zoning district is intended to bridge existing zoning districts (primarily the Neighborhood Services – General (NS-G) and Downtown General (DG) zoning districts) by adding higher-density housing types as permitted uses while limiting building height to three stories, as concerns about taller building heights are frequently heard in public comment on development applications; and

WHEREAS, staff recommends establishing a new zoning district titled “UN, Urban Neighborhood” and, on December 9, 2024, the Planning Commission voted unanimously to recommend that the City Council adopt the new UN, Urban Neighborhood zoning district and approve these amendments to the Unified Development Code.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 161 **Zoning Regulations** of the Unified Development Code by enacting a new § 161.37 Urban Neighborhood as shown in Exhibit A attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §

161.01 **Establishment of Districts** by inserting

UN Urban Neighborhood

between C-3, Central Business Commercial and UC, Urban Corridor.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (B)(5)(e) of § 164.25 **Tandem Lot Development** by adding “UC” to the list of those zoning districts with a 5 foot minimum building setback.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (C) *Canopy Area of* § 167.04 **Tree Preservation and Protection During Development** by inserting the following between C-2, Central Business Commercial and UC, Urban Corridor:

UC, Urban15%
Corridor

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends subsections (A)(3) and (B)(2)(c), (C)(1), and (D)(1) of § 174.10 **On-Site Freestanding Signs** by inserting “and UN” to the end of each list of zoning districts as shown in Exhibit A attached hereto.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (C) of § 174.12 **Wall Signs** by inserting “and UN” after “NS” as shown in Exhibit A attached hereto.

City of Fayetteville Staff Review Form

2024-1078

Item ID

1/7/2025

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

Britin Bostick

12/20/2024

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2024-0053: Administrative Item (Amend UDC Chapter 161 – Zoning Regulations): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161 to create a new zoning district section 161.37 called Urban Neighborhood and set zoning regulations for the new district including permitted and conditional uses, lot dimensional standards, setbacks, and building height. Additionally, amendments are proposed to section 160.01 – Establishment of Districts to add the new district, section 164.25 – Tandem Lot Development to establish building setbacks for tandem lots, section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement, and chapter 174 – Signs to establish sign regulations for the new

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:

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(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	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

160.01 Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One-Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8) Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
RI	Residential Intermediate, Twelve (12) Units Per Acre
RI-U	Residential Intermediate - Urban
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS-L	Neighborhood Services - Limited
NS-G	Neighborhood Services - General
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
UN	Urban Neighborhood
UC	Urban Corridor
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
PZD	Planned Zoning District

164.25 Tandem Lot Development

- (A) *Where Allowed.* Tandem lot development shall be permitted for a single-family dwelling and customary accessory structure and/or dwelling unit only and shall be permitted in all districts where single-family dwellings are permitted. The development of one (1) tandem lot behind another tandem lot shall be prohibited.
- (B) *Requirements.* Development of a tandem lot shall be subject to the following requirements:
- (1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.
 - (2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.
 - (3) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20(B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than twelve (12) hours before or after regular trash pickup in accordance with Chapter 50.20(B).
 - (4) *Lot Width and Area.* The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Board of Adjustment.
 - (5) *Setback.* Each tandem lot shall have a minimum building setback requirement as follows:
 - (a) Tandem lots shall have a minimum building setback requirement of 35 feet from all property lines in the R-A, RSF-.5, and RSF-1 zoning districts.
 - (b) Tandem lots shall have a minimum building setback requirement of 30 feet from all property lines in the RSF-2 zoning district.
 - (c) Tandem lots shall have a minimum building setback requirement of 15 feet from all property lines in the RSF-4 and RSF-7 zoning districts.
 - (d) Tandem lots shall have a minimum building setback requirement of 10 feet from all property lines in the R-O zoning district.
 - (e) Tandem lots shall have a minimum building setback requirement of 5 feet from all property lines in the RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NS-L, NS-G, CS, UN, UC, UT, DC, MSC, DG, and NC zoning districts.
 - (f) Any variance to the minimum building setback requirement may only be granted by the Board of Adjustment.
- (C) *Variances.* Variances to the requirements in (B)(1)—(B)(3) of this section shall be administered as development regulations to be considered by the Planning Commission. All other variances to zoning
-

regulations, including those in (8)(4) and (B)(5), shall be administered as zoning regulations for variance purposes.

167.04 Tree Preservation And Protection During Development

- (A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:
- (1) *Large Scale Developments.*
 - (2) *Large Site Improvement Plan.*
 - (3) *Small Site Improvement Plan.*
 - (4) *Preliminary Plat.*
 - (5) *Final Plat.*
 - (6) *Concurrent Plat.*
 - (7) *Planned Zoning Districts.*
 - (8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.
 - (9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.
 - (10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.
 - (11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 6,000 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
 - (12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.
 - (a) Persons seeking to construct 6,000 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.
 - (b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.
- (B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:
- (1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.
 - (2) Whether the design incorporates the required tree preservation priorities.
 - (3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
-

- (4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
- (5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
- (6) Whether the size or shape of the lot reduces the flexibility of the design.
- (7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
- (8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
- (9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
- (10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
- (11) Construction requirements of on-site and off-site drainage.
- (12) The effects of proposed on-site mitigation or off-site alternatives.
- (13) The effect other chapters of the Unified Development Code, or city policies have on the development design.
- (14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
- (15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note**—The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

- (C) *Canopy Area*. In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1 Minimum Canopy Requirements	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%

RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UN, Urban Neighborhood	15%
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior Tree Removal.*

- (1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.
- (2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

- (1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

- (2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.
 - (3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.
- (F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*
- (1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.
 - (2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.
 - (a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.
 - (b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.
 - (3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.

- (4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.
- (G) *Initial Review.*
- (1) *Meeting with the Urban Forester.* It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.
 - (2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.
- (H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).
- (1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:
 - (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;
 - (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;
 - (d) Any significant trees, as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;
 - (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;
 - (g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.

- (2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.
 - (3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 6,001 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.
 - (4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.
 - (5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.
 - (6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.
 - (7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.
- (I) *Request for On-Site Mitigation.*
- (1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.
 - (2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:
 - (a) The number of trees requested for removal;
 - (b) The percentage below the percent minimum canopy requirement they represent; and
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- (c) The species and number of trees to be planted based on the forestation requirements below.
- (3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:
 - (a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.
 - (b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.
- (5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.
- (7) *Placement of Trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.
- (8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:
 - (a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).
 - (b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
 - (i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.
 - (ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.
 - (iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the

applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

- (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
 - (c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.
- (9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*
- (a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.
 - (b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.
 - (c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.
 - (d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.
 - (e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.
 - (f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.
 - (g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.
 - (i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.
 - (ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.
 - (iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

- (1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
- (2) *Off-Site Preservation.* The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.
- (3) *Off-Site Forestation.*
 - (a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.
 - (b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.
- (4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund \$425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.
 - (a) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.
 - (b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.
 - (c) Money contributed under this section:
 - (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
 - (d) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.

- (e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.
 - (f) Refunds shall be paid to the applicant who made the original contribution.
 - (g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.
 - (h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
 - (i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.
- (K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
 - (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
 - (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
 - (4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*
- (1) Large scale developments, large scale site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing tree are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large scale site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
 - (2) The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.

- (3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

(A) *Pole Signs.* The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-site pole signs shall be permitted to be erected in the city subject to the following:

(1) *R-A District.*

- (a) *Number of Signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.
- (b) *Display Surface Area.* The maximum display surface area shall not exceed 16 square feet.
- (c) *Illumination.* Sign may be illuminated by indirect illumination only.
- (d) *Setback from Right-of-Way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.

(2) *RSF and RI Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and RI Districts of the City.

(3) *RMF, R-O, NC, NS, and UN Districts.*

- (a) *Number of Signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two (2) or more adjoining lots.
- (b) *Display Surface Area.* The maximum display surface area shall not exceed 4 square feet;
- (c) *Setback from Right-of-Way.* The sign shall be setback a minimum of 15 feet from street right-of-way.
- (d) *Setback from Adjoining Property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.
- (e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.
- (f) *Illumination.* The sign shall be illuminated by indirect illumination only.

(4) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

- (a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one (1) on-site pole sign shall be permitted for any business operating on two (2) or more adjoining lots.
- (b) *Display Surface Area and Setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

- (c) *Setback from Adjoining Property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.
- (B) *Monument Sign.* The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.
 - (1) *Number of Signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.
 - (2) *Display Surface Area.*
 - (a) *RSF and RI Districts.* Prohibited on individual lots.
 - (b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.
 - (c) *NS, RMF, and UN Districts.* The display surface area shall not exceed 16 square feet.
 - (d) *R-A District.* The display surface area shall not exceed 32 square feet.
 - (e) *R-O Districts.* The display surface area shall not exceed 50 square feet.
 - (f) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.* The display surface area shall not exceed 75 square feet.
 - (3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.
 - (4) *Setback from Adjoining Property Lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
 - (5) *Height.* The maximum height of a sign shall be 6 feet from the surrounding grade.
- (C) *Joint Identification Sign.* The following regulations pertain to signs identified as joint identification signs:

Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:

 - (1) *R-A, RSF, RI, RMF, P, NC, NS, and UN Districts.* Prohibited.
 - (2) *R-O District.* Monument joint identification sign permitted only.
 - (a) *Display Surface Area.* Display surface area shall not exceed 50 square feet.
 - (b) *Setback from Right-of-Way.* Signs shall be setback a minimum of 10 feet from the right-of-way.
 - (c) *Setback from Adjoining Property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.
 - (d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.
 - (3) *C, I, DG, MSC, DC, CS, UC, and UT Districts.*
 - (a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:
 - (i) *Multi-tenant Building Containing 37,500 Square Feet or Less of Leasable Tenant Space:*
 - a. *Display Surface Area and Setback from Right-of-Way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.

- (b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.
- (E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:
 - (1) *RSF, RI, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:
 - (a) *Number of Signs.* Only one (1) on-site bulletin board shall be permitted on a lot or for a use operating on two (2) or more adjoining lots.
 - (b) *Display Surface Area.* Monument sign only, with a display surface area not to exceed 16 square feet.
 - (c) *Setback from Right-of-Way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.
 - (d) *Setback from Adjoining Properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
 - (e) *Height.* The height of the bulletin board shall not be greater than 6 feet above the level of the street upon which the sign faces.
 - (f) *Illumination.* Electronic message boards shall be prohibited.

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

- (A) *NC and RSF and RI Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:
- (1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any one (1) wall.
 - (2) *Display Surface Area.* Display surfaces of each sign shall not exceed 8 square feet.
 - (3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.
 - (4) *Exceptions:*
 - (a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.
- (B) *RMF Districts.*
- (1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one (1) street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.* Display surfaces of each sign shall not exceed 16 square feet.
- (C) *R-A, R-O, NS, and UN Districts.*
- (1) *Number of signs.* Limit of two (2) on-site wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.
- (D) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*
- (1) *Number of Signs.*
 - (a) *Single Tenant.* Where a building houses only one (1) business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.
 - (b) *Multiple Tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one (1) wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.*
 - (a) *Single Tenant.* The display surface area shall not exceed 20% of the first 1,000 square feet of wall area and 5% of any additional wall area.
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- (b) *Multiple Tenants.* Where a building houses more than one (1) business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.
- (E) *Off-Site Wall Signs.* Off-site wall signs shall be prohibited in all zoning districts.

160.01 Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One-Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8) Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
RI	Residential Intermediate, Twelve (12) Units Per Acre
RI-U	Residential Intermediate - Urban
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS-L	Neighborhood Services - Limited
NS-G	Neighborhood Services - General
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
<u>UN</u>	<u>Urban Neighborhood</u>
UC	Urban Corridor
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
PZD	Planned Zoning District

164.25 Tandem Lot Development

- (A) *Where Allowed.* Tandem lot development shall be permitted for a single-family dwelling and customary accessory structure and/or dwelling unit only and shall be permitted in all districts where single-family dwellings are permitted. The development of one (1) tandem lot behind another tandem lot shall be prohibited.
- (B) *Requirements.* Development of a tandem lot shall be subject to the following requirements:
- (1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.
 - (2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.
 - (3) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20(B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than twelve (12) hours before or after regular trash pickup in accordance with Chapter 50.20(B).
 - (4) *Lot Width and Area.* The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Board of Adjustment.
 - (5) *Setback.* Each tandem lot shall have a minimum building setback requirement as follows:
 - (a) Tandem lots shall have a minimum building setback requirement of 35 feet from all property lines in the R-A, RSF-.5, and RSF-1 zoning districts.
 - (b) Tandem lots shall have a minimum building setback requirement of 30 feet from all property lines in the RSF-2 zoning district.
 - (c) Tandem lots shall have a minimum building setback requirement of 15 feet from all property lines in the RSF-4 and RSF-7 zoning districts.
 - (d) Tandem lots shall have a minimum building setback requirement of 10 feet from all property lines in the R-O zoning district.
 - (e) Tandem lots shall have a minimum building setback requirement of 5 feet from all property lines in the RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NS-L, NS-G, CS, UN, UC, UT, DC, MSC, DG, and NC zoning districts.
 - (f) Any variance to the minimum building setback requirement may only be granted by the Board of Adjustment.
- (C) *Variances.* Variances to the requirements in (B)(1)—(B)(3) of this section shall be administered as development regulations to be considered by the Planning Commission. All other variances to zoning
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regulations, including those in (8)(4) and (B)(5), shall be administered as zoning regulations for variance purposes.

167.04 Tree Preservation And Protection During Development

- (A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:
- (1) *Large Scale Developments.*
 - (2) *Large Site Improvement Plan.*
 - (3) *Small Site Improvement Plan.*
 - (4) *Preliminary Plat.*
 - (5) *Final Plat.*
 - (6) *Concurrent Plat.*
 - (7) *Planned Zoning Districts.*
 - (8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.
 - (9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.
 - (10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.
 - (11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 6,000 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
 - (12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.
 - (a) Persons seeking to construct 6,000 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.
 - (b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.
- (B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:
- (1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.
 - (2) Whether the design incorporates the required tree preservation priorities.
 - (3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
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- (4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
- (5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
- (6) Whether the size or shape of the lot reduces the flexibility of the design.
- (7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
- (8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
- (9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
- (10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
- (11) Construction requirements of on-site and off-site drainage.
- (12) The effects of proposed on-site mitigation or off-site alternatives.
- (13) The effect other chapters of the Unified Development Code, or city policies have on the development design.
- (14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
- (15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note**—The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

- (C) *Canopy Area*. In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1 Minimum Canopy Requirements	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%

RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
<u>UN, Urban Neighborhood</u>	<u>15%</u>
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior Tree Removal.*

- (1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.
- (2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

- (1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

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- (2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.
- (3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.
- (F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*
- (1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.
- (2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.
- (a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.
- (b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.
- (3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.
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- (4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.
- (G) *Initial Review.*
- (1) *Meeting with the Urban Forester.* It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.
- (2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.
- (H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).
- (1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:
- (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;
 - (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;
 - (d) Any significant trees, as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;
 - (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;
 - (g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.
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- (2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.
 - (3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 6,001 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.
 - (4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.
 - (5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.
 - (6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.
 - (7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.
- (I) *Request for On-Site Mitigation.*
- (1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.
 - (2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:
 - (a) The number of trees requested for removal;
 - (b) The percentage below the percent minimum canopy requirement they represent; and
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- (c) The species and number of trees to be planted based on the forestation requirements below.
- (3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:
- (a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.
- (b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.
- (5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.
- (7) *Placement of Trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.
- (8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:
- (a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).
- (b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
- (i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.
- (ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.
- (iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the
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applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

- (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
 - (c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.
- (9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*
- (a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.
 - (b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.
 - (c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.
 - (d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.
 - (e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.
 - (f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.
 - (g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.
 - (i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.
 - (ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.
 - (iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

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- (1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
 - (2) *Off-Site Preservation.* The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.
 - (3) *Off-Site Forestation.*
 - (a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.
 - (b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.
 - (4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund \$425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.
 - (a) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.
 - (b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.
 - (c) Money contributed under this section:
 - (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
 - (d) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.
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- (e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.
 - (f) Refunds shall be paid to the applicant who made the original contribution.
 - (g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.
 - (h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
 - (i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.
- (K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
 - (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
 - (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
 - (4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*
- (1) Large scale developments, large scale site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing tree are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large scale site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
 - (2) The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.
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- (3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

- (A) *Pole Signs.* The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-site pole signs shall be permitted to be erected in the city subject to the following:
- (1) *R-A District.*
 - (a) *Number of Signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.
 - (b) *Display Surface Area.* The maximum display surface area shall not exceed 16 square feet.
 - (c) *Illumination.* Sign may be illuminated by indirect illumination only.
 - (d) *Setback from Right-of-Way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.
 - (2) *RSF and R~~I~~^F Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and R~~I~~^F Districts of the City.
 - (3) *RMF, R-O, NC, ~~and NS~~, and UN Districts.*
 - (a) *Number of Signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two (2) or more adjoining lots.
 - (b) *Display Surface Area.* The maximum display surface area shall not exceed 4 square feet;
 - (c) *Setback from Right-of-Way.* The sign shall be setback a minimum of 15 feet from street right-of-way.
 - (d) *Setback from Adjoining Property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.
 - (e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.
 - (f) *Illumination.* The sign shall be illuminated by indirect illumination only.
 - (4) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*
 - (a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one (1) on-site pole sign shall be permitted for any business operating on two (2) or more adjoining lots.
 - (b) *Display Surface Area and Setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.
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- (c) *Setback from Adjoining Property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.
- (B) *Monument Sign.* The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.
- (1) *Number of Signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.
 - (2) *Display Surface Area.*
 - (a) *RSF and ~~RIF~~ Districts.* Prohibited on individual lots.
 - (b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.
 - (c) *NS, ~~and RMF~~, and UN Districts.* The display surface area shall not exceed 16 square feet.
 - (d) *R-A District.* The display surface area shall not exceed 32 square feet.
 - (e) *R-O Districts.* The display surface area shall not exceed 50 square feet.
 - (f) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.* The display surface area shall not exceed 75 square feet.
 - (3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.
 - (4) *Setback from Adjoining Property Lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
 - (5) *Height.* The maximum height of a sign shall be 6 feet from the surrounding grade.
- (C) *Joint Identification Sign.* The following regulations pertain to signs identified as joint identification signs:
- Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:
- (1) *R-A, RSF, ~~RIF~~, RMF, P, NC, ~~and NS~~, and UN Districts.* Prohibited.
 - (2) *R-O District.* Monument joint identification sign permitted only.
 - (a) *Display Surface Area.* Display surface area shall not exceed 50 square feet.
 - (b) *Setback from Right-of-Way.* Signs shall be setback a minimum of 10 feet from the right-of-way.
 - (c) *Setback from Adjoining Property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.
 - (d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.
 - (3) *C, I, DG, MSC, DC, CS, UC, and UT Districts.*
 - (a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:
 - (i) *Multi-tenant Building Containing 37,500 Square Feet or Less of Leasable Tenant Space:*
 - a. *Display Surface Area and Setback from Right-of-Way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.

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- b. *Height.* The maximum height of a sign shall be six (6) feet above the level of the surrounding grade.
- (ii) *Multi-Tenant Building Containing More Than 37,500 Square Feet:*
- a. *Display Surface Area.* Display surface area shall not exceed 75 square feet; provided the display surface area of a joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.
- b. *Height and Setback from Right-of-Way.* The maximum height of the sign shall be 6 feet above the level of the surrounding grade when setback 10 feet or more from the right-of-way; provided, the maximum height of the sign may increase to 10 feet above the surrounding grade when setback 20 feet or more from the right-of-way.
- c. *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.
- (b) *Pole.* The following regulations apply to pole-mounted joint identification signs:
- (i) *Display Surface Area and setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.
- a. *Exception.* Display surface area shall not exceed 75 square feet, provided the display surface area of joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.
- (ii) *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.
- (iii) *Height.* The height of a sign shall be a maximum of 17.5 feet, provided the pole-mounted sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet.
- (D) *Area signs.* The location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, which will approve such structure upon the criterion of traffic safety sight lines. Area signs shall not be located within the Master Street Plan right-of-way.
- (1) *R-A, RSF, ~~R-1~~, RMF, NC, NS, ~~and~~ R-O, and UN Districts.*
- (a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.
- (b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 32 square feet.
- (2) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*
- (a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.
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- (b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.
- (E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:
- (1) *RSF, RIF, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:
- (a) *Number of Signs.* Only one (1) on-site bulletin board shall be permitted on a lot or for a use operating on two (2) or more adjoining lots.
 - (b) *Display Surface Area.* Monument sign only, with a display surface area not to exceed 16 square feet.
 - (c) *Setback from Right-of-Way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.
 - (d) *Setback from Adjoining Properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
 - (e) *Height.* The height of the bulletin board shall not be greater than 6 feet above the level of the street upon which the sign faces.
 - (f) *Illumination.* Electronic message boards shall be prohibited.

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

- (A) *NC ~~and~~ RSF and RI ~~F~~ Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:
- (1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any one (1) wall.
 - (2) *Display Surface Area.* Display surfaces of each sign shall not exceed 8 square feet.
 - (3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.
 - (4) *Exceptions:*
 - (a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.
- (B) *RMF Districts.*
- (1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one (1) street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.* Display surfaces of each sign shall not exceed 16 square feet.
- (C) *R-A, R-O, ~~and~~ NS, ~~and~~ UN Districts.*
- (1) *Number of signs.* Limit of two (2) on-site wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.
- (D) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*
- (1) *Number of Signs.*
 - (a) *Single Tenant.* Where a building houses only one (1) business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.
 - (b) *Multiple Tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one (1) wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.*
 - (a) *Single Tenant.* The display surface area shall not exceed 20% of the first 1,000 square feet of wall area and 5% of any additional wall area.
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- (b) *Multiple Tenants.* Where a building houses more than one (1) business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.
- (E) *Off-Site Wall Signs.* Off-site wall signs shall be prohibited in all zoning districts.



TO: Fayetteville Planning Commission

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

MEETING DATE: December 9, 2024

SUBJECT: **ADM-2024-0053: Administrative Item (Amend UDC Chapter 161 – Zoning Regulations):** Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to UDC Chapter 161 to create a new zoning district section 161.37 called Urban Neighborhood and set zoning regulations for the new district including permitted and conditional uses, lot dimensional standards, setbacks, and building height. Additionally, amendments are proposed to section 160.01 – Establishment of Districts to add the new district, section 164.25 – Tandem Lot Development to establish building setbacks for tandem lots, section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement, and chapter 174 – Signs to establish sign regulations for the new zoning district.

RECOMMENDATION:

Staff recommends forwarding **ADM-2024-0053** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

“I move to forward **ADM-2024-0053** to the City Council with a recommendation of approval.”

BACKGROUND:

Since 2018 the Planning Commission has considered 400 rezoning applications, providing commissioners with a thorough knowledge of zoning districts as well as familiarity with public concerns on both proposed rezonings and developments. When an existing zoning district does not fit development or use goals it is typical for a property or business owner or a developer to request a new zoning district that would permit the intended development or use, however with an infinite number of possible configurations, and a finite number of options for zoning districts, applicants at times request zoning districts that are overall more than is required for the project but that have key components that offer needed entitlements. A Bill of Assurance is a long-used option to constrain zoning district entitlements, however it can only be offered voluntarily and requires additional entitlement tracking. In light of these issues Planning Commission Chair Andrew Brink proposed a new zoning district to staff and fellow Planning Commissioners to fill an observed gap in the current set of zoning district entitlements and constraints.

DISCUSSION:

The purpose of this amendment is to establish a new zoning district titled “Urban Neighborhood” (UN). Through discussion with the Planning Commission at their September and October Long Range Planning Committee meetings, staff detailed standards for existing zoning districts that are

often thought of as mixed-use districts suitable for walkable neighborhoods and provided a side by side comparison. The UN zoning district is intended to bridge existing zoning districts (primarily the Neighborhood Services – General (NS-G) and Downtown General (DG) zoning districts) by adding higher-density housing types as permitted uses and while limiting building height to three stories, as concerns about taller building heights are frequently heard in public comment on development applications.

A site design advantage to the proposed UN zoning district is that no minimum lot size is proposed, and minimum lot width would be a narrow 12', which would permit a single driveway width or could potentially accommodate a narrow townhouse. No street frontage for non-residential uses is proposed, meaning lots would not have a zoning requirement to have street frontage, although street frontage may be required for utility connections depending on the lot, site, and utility configuration. The zoning district is not proposed to have a front setback, usually associated with large front parking lots and buildings set back from the street. Instead a 0'-25' front build-to zone is proposed, meaning future buildings would need to be located within the front 25' of the property where it abuts a public right-of-way. Siting buildings closer to the street creates shorter connections to building entrances for cyclists and pedestrians and creates a more urban streetscape when fully built out. Buildings would need to be built across a minimum of 50% of the lot frontage but could still utilize up to half of the frontage for vehicle circulation and site design elements. No side setbacks are proposed, and rear setbacks are 5' from the property line or 12' from the centerline of an alley, which is common to existing zoning districts. The building height maximum is proposed to be 3 stories.

With the addition of a new zoning district comes amendments to other sections of the Unified Development Code (UDC). In this instance amendments are also needed to:

- Section 160.01 – Establishment of Zoning Districts to add UN to the list of zoning districts.
- Section 164.25 – Tandem Lot Development to establish building setbacks of 5 feet from all property lines for tandem lots, the same as for the mixed-use zoning districts listed in Section 164.25(B)(5)(e).
- Section 167.04 – Tree Preservation and Protection During Development to establish a minimum canopy requirement for the UN zoning district in Section 167.04(C) Table 1. This is proposed to be 15%, the middle ground between tree canopy protection percentages for NS-G (20%) and DG (10%).
- Chapter 174 – Signs to establish sign regulations for the new zoning district:
 - 174.10(A)(3), 174.10(B)(2)(c), 174.10(C)(1), 174.10(D)(1), and 174.12 (C) to add “UN” to define which sign regulations are applicable for the new district.

At their October 24, 2024 Long Range Planning Committee meeting Commissioners present discussed the proposed zoning district and comparison to existing zoning districts, with consensus from commissioners present that the new zoning district would be a beneficial option and they would like to see it established in the UDC. Motion to forward the new zoning district to the Planning Commission with a name determined by staff was made by Commissioner Brink and seconded by Commissioner Madden. A unanimous vote of 6-0-0 followed. Commissioners requested that Long Range Planning staff work with Urban Forestry staff to propose a tree preservation requirement when the additional UDC amendments for the zoning district are presented to the full Planning Commission at their next available regular meeting.

One additional change proposed to multiple places in 174.10 is to edit “RT” to RI” to correct a typo. “RI” is for the two “Residential Intermediate” zoning districts.

PLANNING COMMISSION ACTION: Required YES

Date: December 9, 2024

☐ Tabled

☒ Forwarded

☐ Denied

Motion: Brink

Second: Werner

Vote: 9-0-0

BUDGET/STAFF IMPACT:

None

Attachments:

- Proposed Ordinance §161.37, Urban Neighborhood
- §160.01, Establishment of Zoning Districts, Strikethrough
- §164.25, Tandem Lot Development, Strikethrough
- §167.04, Tree Preservation and Protection During Development, Strikethrough
- §174.10, On Site Freestanding Signs, Strikethrough
- §174.12, Wall Signs, Strikethrough
- §160.01, Establishment of Zoning Districts, Clean
- §164.25, Tandem Lot Development, Clean
- §167.04, Tree Preservation and Protection During Development, Clean
- §174.10, On Site Freestanding Signs, Clean
- §174.12, Wall Signs, Clean

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(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	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

160.01 Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One-Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8) Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
RI	Residential Intermediate, Twelve (12) Units Per Acre
RI-U	Residential Intermediate - Urban
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS-L	Neighborhood Services - Limited
NS-G	Neighborhood Services - General
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
<u>UN</u>	<u>Urban Neighborhood</u>
UC	Urban Corridor
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
PZD	Planned Zoning District

164.25 Tandem Lot Development

- (A) *Where Allowed.* Tandem lot development shall be permitted for a single-family dwelling and customary accessory structure and/or dwelling unit only and shall be permitted in all districts where single-family dwellings are permitted. The development of one (1) tandem lot behind another tandem lot shall be prohibited.
- (B) *Requirements.* Development of a tandem lot shall be subject to the following requirements:
- (1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.
 - (2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.
 - (3) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20(B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than twelve (12) hours before or after regular trash pickup in accordance with Chapter 50.20(B).
 - (4) *Lot Width and Area.* The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Board of Adjustment.
 - (5) *Setback.* Each tandem lot shall have a minimum building setback requirement as follows:
 - (a) Tandem lots shall have a minimum building setback requirement of 35 feet from all property lines in the R-A, RSF-.5, and RSF-1 zoning districts.
 - (b) Tandem lots shall have a minimum building setback requirement of 30 feet from all property lines in the RSF-2 zoning district.
 - (c) Tandem lots shall have a minimum building setback requirement of 15 feet from all property lines in the RSF-4 and RSF-7 zoning districts.
 - (d) Tandem lots shall have a minimum building setback requirement of 10 feet from all property lines in the R-O zoning district.
 - (e) Tandem lots shall have a minimum building setback requirement of 5 feet from all property lines in the RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NS-L, NS-G, CS, UN, UC, UT, DC, MSC, DG, and NC zoning districts.
 - (f) Any variance to the minimum building setback requirement may only be granted by the Board of Adjustment.
- (C) *Variances.* Variances to the requirements in (B)(1)—(B)(3) of this section shall be administered as development regulations to be considered by the Planning Commission. All other variances to zoning
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regulations, including those in (8)(4) and (B)(5), shall be administered as zoning regulations for variance purposes.

167.04 Tree Preservation And Protection During Development

- (A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:
- (1) *Large Scale Developments.*
 - (2) *Large Site Improvement Plan.*
 - (3) *Small Site Improvement Plan.*
 - (4) *Preliminary Plat.*
 - (5) *Final Plat.*
 - (6) *Concurrent Plat.*
 - (7) *Planned Zoning Districts.*
 - (8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.
 - (9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.
 - (10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.
 - (11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 6,000 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
 - (12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.
 - (a) Persons seeking to construct 6,000 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.
 - (b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.
- (B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:
- (1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.
 - (2) Whether the design incorporates the required tree preservation priorities.
 - (3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
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- (4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
- (5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
- (6) Whether the size or shape of the lot reduces the flexibility of the design.
- (7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
- (8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
- (9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
- (10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
- (11) Construction requirements of on-site and off-site drainage.
- (12) The effects of proposed on-site mitigation or off-site alternatives.
- (13) The effect other chapters of the Unified Development Code, or city policies have on the development design.
- (14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
- (15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note**—The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

- (C) *Canopy Area*. In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1 Minimum Canopy Requirements	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%

RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
<u>UN, Urban Neighborhood</u>	<u>15%</u>
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior Tree Removal.*

- (1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.
- (2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

- (1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

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- (2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.
- (3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.
- (F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*
- (1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.
- (2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.
- (a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.
- (b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.
- (3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.
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- (4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.
- (G) *Initial Review.*
- (1) *Meeting with the Urban Forester.* It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.
- (2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.
- (H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).
- (1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:
- (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;
 - (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;
 - (d) Any significant trees, as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;
 - (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;
 - (g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.
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- (2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.
 - (3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 6,001 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.
 - (4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.
 - (5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.
 - (6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.
 - (7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.
- (I) *Request for On-Site Mitigation.*
- (1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.
 - (2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:
 - (a) The number of trees requested for removal;
 - (b) The percentage below the percent minimum canopy requirement they represent; and
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- (c) The species and number of trees to be planted based on the forestation requirements below.
- (3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:
- (a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.
- (b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.
- (5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.
- (7) *Placement of Trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.
- (8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:
- (a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).
- (b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
- (i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.
- (ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.
- (iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the
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applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

- (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
 - (c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.
- (9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*
- (a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.
 - (b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.
 - (c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.
 - (d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.
 - (e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.
 - (f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.
 - (g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.
 - (i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.
 - (ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.
 - (iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

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- (1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
 - (2) *Off-Site Preservation.* The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.
 - (3) *Off-Site Forestation.*
 - (a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.
 - (b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.
 - (4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund \$425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.
 - (a) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.
 - (b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.
 - (c) Money contributed under this section:
 - (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
 - (d) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.
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- (e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.
 - (f) Refunds shall be paid to the applicant who made the original contribution.
 - (g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.
 - (h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
 - (i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.
- (K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
 - (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
 - (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
 - (4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*
- (1) Large scale developments, large scale site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing tree are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large scale site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
 - (2) The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.
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- (3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

- (A) *Pole Signs.* The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-site pole signs shall be permitted to be erected in the city subject to the following:
- (1) *R-A District.*
 - (a) *Number of Signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.
 - (b) *Display Surface Area.* The maximum display surface area shall not exceed 16 square feet.
 - (c) *Illumination.* Sign may be illuminated by indirect illumination only.
 - (d) *Setback from Right-of-Way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.
 - (2) *RSF and R~~I~~^F Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and R~~I~~^F Districts of the City.
 - (3) *RMF, R-O, NC, ~~and NS~~, and UN Districts.*
 - (a) *Number of Signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two (2) or more adjoining lots.
 - (b) *Display Surface Area.* The maximum display surface area shall not exceed 4 square feet;
 - (c) *Setback from Right-of-Way.* The sign shall be setback a minimum of 15 feet from street right-of-way.
 - (d) *Setback from Adjoining Property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.
 - (e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.
 - (f) *Illumination.* The sign shall be illuminated by indirect illumination only.
 - (4) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*
 - (a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one (1) on-site pole sign shall be permitted for any business operating on two (2) or more adjoining lots.
 - (b) *Display Surface Area and Setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.
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- (c) *Setback from Adjoining Property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.
- (B) *Monument Sign.* The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.
- (1) *Number of Signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.
 - (2) *Display Surface Area.*
 - (a) *RSF and R~~IF~~ Districts.* Prohibited on individual lots.
 - (b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.
 - (c) *NS, ~~and~~ RMF, and UN Districts.* The display surface area shall not exceed 16 square feet.
 - (d) *R-A District.* The display surface area shall not exceed 32 square feet.
 - (e) *R-O Districts.* The display surface area shall not exceed 50 square feet.
 - (f) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.* The display surface area shall not exceed 75 square feet.
 - (3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.
 - (4) *Setback from Adjoining Property Lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
 - (5) *Height.* The maximum height of a sign shall be 6 feet from the surrounding grade.
- (C) *Joint Identification Sign.* The following regulations pertain to signs identified as joint identification signs:
- Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:
- (1) *R-A, RSF, R~~IF~~, RMF, P, NC, ~~and~~ NS, and UN Districts.* Prohibited.
 - (2) *R-O District.* Monument joint identification sign permitted only.
 - (a) *Display Surface Area.* Display surface area shall not exceed 50 square feet.
 - (b) *Setback from Right-of-Way.* Signs shall be setback a minimum of 10 feet from the right-of-way.
 - (c) *Setback from Adjoining Property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.
 - (d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.
 - (3) *C, I, DG, MSC, DC, CS, UC, and UT Districts.*
 - (a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:
 - (i) *Multi-tenant Building Containing 37,500 Square Feet or Less of Leasable Tenant Space:*
 - a. *Display Surface Area and Setback from Right-of-Way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.

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- (b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.
- (E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:
- (1) *RSF, RIF, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:
- (a) *Number of Signs.* Only one (1) on-site bulletin board shall be permitted on a lot or for a use operating on two (2) or more adjoining lots.
 - (b) *Display Surface Area.* Monument sign only, with a display surface area not to exceed 16 square feet.
 - (c) *Setback from Right-of-Way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.
 - (d) *Setback from Adjoining Properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
 - (e) *Height.* The height of the bulletin board shall not be greater than 6 feet above the level of the street upon which the sign faces.
 - (f) *Illumination.* Electronic message boards shall be prohibited.

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

- (A) *NC ~~and~~ RSF and RI ~~F~~ Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:
- (1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any one (1) wall.
 - (2) *Display Surface Area.* Display surfaces of each sign shall not exceed 8 square feet.
 - (3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.
 - (4) *Exceptions:*
 - (a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.
- (B) *RMF Districts.*
- (1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one (1) street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.* Display surfaces of each sign shall not exceed 16 square feet.
- (C) *R-A, R-O, ~~and~~ NS, ~~and~~ UN Districts.*
- (1) *Number of signs.* Limit of two (2) on-site wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.
- (D) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*
- (1) *Number of Signs.*
 - (a) *Single Tenant.* Where a building houses only one (1) business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.
 - (b) *Multiple Tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one (1) wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.*
 - (a) *Single Tenant.* The display surface area shall not exceed 20% of the first 1,000 square feet of wall area and 5% of any additional wall area.
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- (b) *Multiple Tenants.* Where a building houses more than one (1) business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.
- (E) *Off-Site Wall Signs.* Off-site wall signs shall be prohibited in all zoning districts.

160.01 Establishment Of Districts

The following zoning districts are hereby established:

ZONING DISTRICTS

R-A	Residential - Agricultural
RSF-.5	Residential Single-family - One-Half (½) Unit per Acre
RSF-1	Residential Single-family - One (1) Unit per Acre
RSF-2	Residential Single-family - Two (2) Units per Acre
RSF-4	Residential Single-family - Four (4) Units per Acre
RSF-7	Residential Single-family - Seven (7) Units per Acre
RSF-8	Residential Single-family - Eight (8) Units per Acre
RSF-18	Residential Single-family - Eighteen (18) Units per Acre
RI	Residential Intermediate, Twelve (12) Units Per Acre
RI-U	Residential Intermediate - Urban
RMF-6	Residential Multi-family - Six (6) Units per Acre
RMF-12	Residential Multi-family - Twelve (12) Units per Acre
RMF-18	Residential Multi-family - Eighteen (18) Units per Acre
RMF-24	Residential Multi-family - Twenty-Four (24) Units per Acre
RMF-40	Residential Multi-family - Forty (40) Units per Acre
R-O	Residential-Office
NS-L	Neighborhood Services - Limited
NS-G	Neighborhood Services - General
C-1	Neighborhood Commercial
CS	Community Services
C-2	Thoroughfare Commercial
C-3	Central Business Commercial
UN	Urban Neighborhood
UC	Urban Corridor
UT	Urban Thoroughfare
DC	Downtown Core
MSC	Main Street Center
DG	Downtown General
NC	Neighborhood Conservation
I-1	Heavy Commercial and Light Industrial
I-2	General Industrial
P-1	Institutional
E-1	Extraction
DOD	Design Overlay District
PZD	Planned Zoning District

164.25 Tandem Lot Development

- (A) *Where Allowed.* Tandem lot development shall be permitted for a single-family dwelling and customary accessory structure and/or dwelling unit only and shall be permitted in all districts where single-family dwellings are permitted. The development of one (1) tandem lot behind another tandem lot shall be prohibited.
- (B) *Requirements.* Development of a tandem lot shall be subject to the following requirements:
- (1) The tandem lot shall have access to a public street by way of a private drive with a minimum width and specification, such as a vehicular turnaround, as determined by emergency response providers in accordance with applicable local, state, and federal codes. The tandem lot owner shall be responsible for maintaining said private drive so that emergency vehicles have safe access to the dwelling located on the lot. Parking of vehicles in the designated private drive for emergency vehicle access shall not be permitted. The tandem lot owner shall have title to, or a perpetual private easement in, the private drive. If the private drive intersects a paved street, the private drive shall be paved for a minimum distance of 18 feet from said right-of-way in accordance with the driveway design standards in Fayetteville Unified Development Code Chapter 172.
 - (2) The distance between the private drive of a tandem lot and any adjacent driveway shall not be less than the minimum distance between curb cuts in Fayetteville Unified Development Code Chapter 166 Street Design and Access Management Standards.
 - (3) Solid waste service for the tandem lot shall be provided by customers placing standard residential garbage carts, recycling bins, and yard waste at a designated collection point on trash day in accordance with City of Fayetteville Code of Ordinances Chapter 50.20(B). The designated collection point shall be identified at the time the tandem lot is created, in coordination with the City Solid Waste Division. Garbage carts and recycling bins shall not be placed at the collection point more than twelve (12) hours before or after regular trash pickup in accordance with Chapter 50.20(B).
 - (4) *Lot Width and Area.* The tandem lot, excluding the private drive, shall conform to the minimum lot width and lot area requirements of the zoning district in which it is located, unless a variance is otherwise granted by the Board of Adjustment.
 - (5) *Setback.* Each tandem lot shall have a minimum building setback requirement as follows:
 - (a) Tandem lots shall have a minimum building setback requirement of 35 feet from all property lines in the R-A, RSF-5, and RSF-1 zoning districts.
 - (b) Tandem lots shall have a minimum building setback requirement of 30 feet from all property lines in the RSF-2 zoning district.
 - (c) Tandem lots shall have a minimum building setback requirement of 15 feet from all property lines in the RSF-4 and RSF-7 zoning districts.
 - (d) Tandem lots shall have a minimum building setback requirement of 10 feet from all property lines in the R-O zoning district.
 - (e) Tandem lots shall have a minimum building setback requirement of 5 feet from all property lines in the RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NS-L, NS-G, CS, UN, UC, UT, DC, MSC, DG, and NC zoning districts.
 - (f) Any variance to the minimum building setback requirement may only be granted by the Board of Adjustment.
- (C) *Variances.* Variances to the requirements in (B)(1)—(B)(3) of this section shall be administered as development regulations to be considered by the Planning Commission. All other variances to zoning
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regulations, including those in (8)(4) and (B)(5), shall be administered as zoning regulations for variance purposes.

167.04 Tree Preservation And Protection During Development

- (A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:
- (1) *Large Scale Developments.*
 - (2) *Large Site Improvement Plan.*
 - (3) *Small Site Improvement Plan.*
 - (4) *Preliminary Plat.*
 - (5) *Final Plat.*
 - (6) *Concurrent Plat.*
 - (7) *Planned Zoning Districts.*
 - (8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are required to go through the subdivision or large scale development process.
 - (9) *Hillside/Hilltop Overlay District.* Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.
 - (10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.
 - (11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 6,000 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision or large scale development process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
 - (12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.
 - (a) Persons seeking to construct 6,000 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.
 - (b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.
- (B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:
- (1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.
 - (2) Whether the design incorporates the required tree preservation priorities.
 - (3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
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- (4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
- (5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
- (6) Whether the size or shape of the lot reduces the flexibility of the design.
- (7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
- (8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
- (9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
- (10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
- (11) Construction requirements of on-site and off-site drainage.
- (12) The effects of proposed on-site mitigation or off-site alternatives.
- (13) The effect other chapters of the Unified Development Code, or city policies have on the development design.
- (14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
- (15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note**—The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

- (C) *Canopy Area*. In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1 Minimum Canopy Requirements	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%

RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
<u>UN, Urban Neighborhood</u>	<u>15%</u>
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All residential zoning districts and C-1 districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% to a total requirement of either 30% or 25%.

(D) *Prior Tree Removal.*

- (1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.
- (2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

- (1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

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- (2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.
- (3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.
- (F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*
- (1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.
- (2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.
- (a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.
- (b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.
- (3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.
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- (4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.
- (G) *Initial Review.*
- (1) *Meeting with the Urban Forester.* It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.
- (2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.
- (H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).
- (1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:
- (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;
 - (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;
 - (d) Any significant trees, as defined in the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;
 - (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;
 - (g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.
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- (2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.
 - (3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 6,001 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, Subdivision Committee and Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.
 - (4) *Analysis Report.* The applicant shall submit an analysis report when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below.
 - (5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.
 - (6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.
 - (7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.
- (I) *Request for On-Site Mitigation.*
- (1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.
 - (2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:
 - (a) The number of trees requested for removal;
 - (b) The percentage below the percent minimum canopy requirement they represent; and
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- (c) The species and number of trees to be planted based on the forestation requirements below.
- (3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:
- (a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.
- (b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.
- (5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.
- (7) *Placement of Trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.
- (8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:
- (a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).
- (b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
- (i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.
- (ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.
- (iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the
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applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.

- (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
 - (c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.
- (9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*
- (a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.
 - (b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.
 - (c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.
 - (d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.
 - (e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.
 - (f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.
 - (g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.
 - (i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.
 - (ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.
 - (iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

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- (1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
 - (2) *Off-Site Preservation.* The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.
 - (3) *Off-Site Forestation.*
 - (a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.
 - (b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.
 - (4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund \$425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.
 - (a) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way, detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.
 - (b) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.
 - (c) Money contributed under this section:
 - (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
 - (d) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.
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- (e) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.
 - (f) Refunds shall be paid to the applicant who made the original contribution.
 - (g) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.
 - (h) The refund shall be made on a pro rata basis, and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
 - (i) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.
- (K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
 - (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
 - (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
 - (4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*
- (1) Large scale developments, large scale site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing tree are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large scale site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded, and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
 - (2) The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville. Such requests shall be submitted to the urban forester, who shall ask the City Clerk to place it on the agenda of the next regularly scheduled City Council meeting.
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- (3) Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

174.10 On-Site Freestanding Signs

On-Site Freestanding signs shall be permitted to be erected in the city subject to the following:

Only one (1) freestanding sign shall be permitted on a lot, except where otherwise described herein. It shall be unlawful to erect any off-site freestanding sign or any freestanding sign that does not meet the sign type, size, display surface area, setback, height, or illumination as described herein.

(A) *Pole Signs.* The following regulations pertain to signs identified as "pole signs". It shall be unlawful to erect any pole sign which total height is greater than 17.5 feet, unless further limited herein, above the level of the street upon which the sign faces; provided the pole supported sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet. On-site pole signs shall be permitted to be erected in the city subject to the following:

(1) *R-A District.*

- (a) *Number of Signs.* Only one (1) pole sign shall be permitted at an agricultural or permitted business located on one (1) or more adjoining lots.
- (b) *Display Surface Area.* The maximum display surface area shall not exceed 16 square feet.
- (c) *Illumination.* Sign may be illuminated by indirect illumination only.
- (d) *Setback from Right-of-Way.* Sign shall be setback 35 feet from street right-of-way and 25 feet from any R or R-O District.

(2) *RSF and RI Districts.* Except pursuant to §174.03, pole signs shall be prohibited and no pole signs shall be erected in RSF and RI Districts of the City.

(3) *RMF, R-O, NC, NS, and UN Districts.*

- (a) *Number of Signs.* Only one (1) on-site freestanding sign shall be permitted on a lot or at a business operating on two (2) or more adjoining lots.
- (b) *Display Surface Area.* The maximum display surface area shall not exceed 4 square feet;
- (c) *Setback from Right-of-Way.* The sign shall be setback a minimum of 15 feet from street right-of-way.
- (d) *Setback from Adjoining Property.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF District and 15 feet from all other zoning districts.
- (e) *Height.* The height of the sign shall not be greater than six (6) feet above the level of the street upon which the sign faces.
- (f) *Illumination.* The sign shall be illuminated by indirect illumination only.

(4) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*

- (a) *Number of signs.* Only one (1) pole sign shall be permitted on a lot, at a shopping center, or at a mall; provided only one (1) on-site pole sign shall be permitted for any business operating on two (2) or more adjoining lots.
- (b) *Display Surface Area and Setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.

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- (c) *Setback from Adjoining Property.* Setback shall be a minimum of 25 feet from the boundary of any adjoining property.
- (B) *Monument Sign.* The following regulations pertain to signs identified as "monument signs", which are freestanding signs whose entire base is in contact with and supported by the ground.
- (1) *Number of Signs.* Where a monument sign is permitted, only one (1) sign shall be erected on a lot or at a business operating on two (2) or more adjoining lots.
- (2) *Display Surface Area.*
- (a) *RSF and RI Districts.* Prohibited on individual lots.
- (b) *NC District.* Where a conditional use permit has been approved for a nonresidential use within the Neighborhood Conservation zoning district the display surface area of the monument sign shall not exceed 10 square feet.
- (c) *NS, RMF, and UN Districts.* The display surface area shall not exceed 16 square feet.
- (d) *R-A District.* The display surface area shall not exceed 32 square feet.
- (e) *R-O Districts.* The display surface area shall not exceed 50 square feet.
- (f) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.* The display surface area shall not exceed 75 square feet.
- (3) *Setback from right-of-way.* The sign shall be setback a minimum of 10 feet from the right-of-way.
- (4) *Setback from Adjoining Property Lines.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
- (5) *Height.* The maximum height of a sign shall be 6 feet from the surrounding grade.
- (C) *Joint Identification Sign.* The following regulations pertain to signs identified as joint identification signs:
- Joint identification signs must provide area for the display of a minimum of two (2) person(s) or business(s) and may be located at no more than two (2) remote entrance locations, as approved by the Planning Division. The permit applicant shall provide a recorded legal document as approved by the Planning Division indicating ownership and responsibility for maintenance of sign and subject to the following:
- (1) *R-A, RSF, RI, RMF, P, NC, NS, and UN Districts.* Prohibited.
- (2) *R-O District.* Monument joint identification sign permitted only.
- (a) *Display Surface Area.* Display surface area shall not exceed 50 square feet.
- (b) *Setback from Right-of-Way.* Signs shall be setback a minimum of 10 feet from the right-of-way.
- (c) *Setback from Adjoining Property.* Setback shall be a minimum of 10 feet from adjoining non-residential property and 25 feet from adjoining residential property.
- (d) *Height.* The maximum height of a sign shall be six (6) feet from the surrounding grade.
- (3) *C, I, DG, MSC, DC, CS, UC, and UT Districts.*
- (a) *Monument.* The following regulations apply to a monument joint identification sign, whose entire base is in contact with and supported by the ground:
- (i) *Multi-tenant Building Containing 37,500 Square Feet or Less of Leasable Tenant Space:*
- a. *Display Surface Area and Setback from Right-of-Way.* Display surface area shall not exceed 75 square feet and the sign shall be setback 10 feet or more from the right-of-way.
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- b. *Height.* The maximum height of a sign shall be six (6) feet above the level of the surrounding grade.
- (ii) *Multi-Tenant Building Containing More Than 37,500 Square Feet:*
 - a. *Display Surface Area.* Display surface area shall not exceed 75 square feet; provided the display surface area of a joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.
 - b. *Height and Setback from Right-of-Way.* The maximum height of the sign shall be 6 feet above the level of the surrounding grade when setback 10 feet or more from the right-of-way; provided, the maximum height of the sign may increase to 10 feet above the surrounding grade when setback 20 feet or more from the right-of-way.
 - c. *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.
- (b) *Pole.* The following regulations apply to pole-mounted joint identification signs:
 - (i) *Display Surface Area and setback from Right-of-Way.* The display surface area shall not exceed 10 square feet and shall be setback 15 feet or more from the right-of-way; provided, the display surface area may be increased 2 square feet for each 1 foot of additional setback from the right-of-way beyond 15 feet; provided further, the maximum display surface area for a sign which is setback from the street right-of-way 40 feet or more shall be 75 square feet.
 - a. *Exception.* Display surface area shall not exceed 75 square feet, provided the display surface area of joint identification signs may be increased one additional square foot per 500 square feet of gross leaseable building area over 37,500 square feet, as approved by the Planning Division. Total display surface area shall not exceed 300 square feet.
 - (ii) *Setback from Adjoining Property.* Signs shall be setback a minimum of 25 feet from the boundary of any adjoining property.
 - (iii) *Height.* The height of a sign shall be a maximum of 17.5 feet, provided the pole-mounted sign may be increased in height ½ foot for every foot of additional setback beyond the required 15 feet from the right-of-way with a maximum height of 30 feet.
- (D) *Area signs.* The location of the fence, wall, or other structure which will contain the area identification sign must be approved by the Planning Division, which will approve such structure upon the criterion of traffic safety sight lines. Area signs shall not be located within the Master Street Plan right-of-way.
 - (1) *R-A, RSF, RI, RMF, NC, NS, R-O, and UN Districts.*
 - (a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.
 - (b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 32 square feet.
 - (2) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*
 - (a) *Number of Signs.* Areas with one (1) entrance may not have more than one (1) sign. Areas with more than one (1) entrance may not have a sign at more than two (2) locations.

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- (b) *Display Surface Area.* An area sign with display on one (1) side located on each side of an entrance street may be substituted for a single sign with display on both sides. The display surface area shall not exceed 75 square feet.
- (E) *Bulletin Boards.* The following regulations pertain to signs identified as "bulletin boards", which are erected for the purposes of announcing events which are held on the premises:
- (1) *RSF, RI, and NC Districts.* Where a conditional use permit has been approved for a charitable, educational, or religious institution or a public body within these districts, the following limitations shall apply:
 - (a) *Number of Signs.* Only one (1) on-site bulletin board shall be permitted on a lot or for a use operating on two (2) or more adjoining lots.
 - (b) *Display Surface Area.* Monument sign only, with a display surface area not to exceed 16 square feet.
 - (c) *Setback from Right-of-Way.* The bulletin board shall be setback a minimum of 10 feet from the street right-of-way.
 - (d) *Setback from Adjoining Properties.* The sign shall be setback a minimum of 25 feet from the boundary of any RSF district and 15 feet from all other zoning districts.
 - (e) *Height.* The height of the bulletin board shall not be greater than 6 feet above the level of the street upon which the sign faces.
 - (f) *Illumination.* Electronic message boards shall be prohibited.

174.12 Wall Signs

Wall signs shall not project more than 18 inches from the surface upon which they are mounted. The upper edge of a wall sign mounted on a mansard roof may project more than 18 inches so long as the sign is perpendicular to the ground. The allowable display surface area of a wall sign is determined by the wall on which it is located.

- (A) *NC and RSF and RI Districts.* Where a conditional use permit has been approved for a nonresidential use within these zoning districts, the following limitations shall apply:
- (1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one wall sign on any one (1) wall.
 - (2) *Display Surface Area.* Display surfaces of each sign shall not exceed 8 square feet.
 - (3) *Illumination.* The color of the sign shall be compatible with the colors of the structure, and only indirect external lighting is permitted.
 - (4) *Exceptions:*
 - (a) *Home Occupations.* Signage for a home occupation in an RSF districts shall be prohibited except where it is required by the applicable licensing board, subject to proof of said requirement.
- (B) *RMF Districts.*
- (1) *Number of Signs.* Limit of one (1) on-site wall sign per business per building; provided, when a building abuts more than one (1) street, the limit shall be one (1) on-site wall sign per business per building for each wall which faces an abutting street. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.* Display surfaces of each sign shall not exceed 16 square feet.
- (C) *R-A, R-O, NS, and UN Districts.*
- (1) *Number of signs.* Limit of two (2) on-site wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.* The display surface area of a sign shall not exceed 16 square feet where the wall adjoins a residential land use, or 50 square feet where the wall adjoins a nonresidential land use, or street right-of-way.
- (D) *C, I, DG, MSC, DC, CS, P-1, UC, and UT Districts.*
- (1) *Number of Signs.*
 - (a) *Single Tenant.* Where a building houses only one (1) business, a maximum of four (4) wall signs may be placed on one wall, but no more than four (4) wall signs may be placed on the building.
 - (b) *Multiple Tenants.* Where a building houses more than one business, each business shall be entitled to a maximum of one (1) wall sign per business on each wall of the building, with a maximum of four (4) total wall signs per business per building. In no case shall a business have more than one (1) wall sign on any wall.
 - (2) *Display Surface Area.*
 - (a) *Single Tenant.* The display surface area shall not exceed 20% of the first 1,000 square feet of wall area and 5% of any additional wall area.
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- (b) *Multiple Tenants.* Where a building houses more than one (1) business, the display surface area of each tenant's allowable wall sign(s) shall not exceed 150 square feet. Furthermore, the display surface area for all wall signs on any one wall may not exceed 20% of that total wall area.
- (E) *Off-Site Wall Signs.* Off-site wall signs shall be prohibited in all zoning districts.



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **VAC-2024-0026: Vacation (3145 E. JOYCE BLVD./WOODLAND JR HIGH, 177): Submitted by JORGENSEN & ASSOCIATES for property located at 3145 E. JOYCE BLVD. in WARD 3. The property is zoned P-1, INSTITUTIONAL and contains approximately 27.92 acres. The request is to vacate a portion of street right-of-way totaling 0.25 acres.**

RECOMMENDATION:

City staff and the Planning Commission recommend approval of **VAC-2024-0026** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense,
2. An easement shall be dedicated to cover the existing buried facilities along East Joyce Boulevard as requested by AT&T,
3. A 30-foot-wide utility easement shall be dedicated along existing overhead lines as requested by Ozarks Electric, and
4. Approval of this right-of-way vacation is contingent upon the completion of the associated extension of Joyce Boulevard.

BACKGROUND:

The subject property is located northeast of the intersection of Joyce Boulevard and Crossover Road. It contains one parcel totaling 27.92 acres which is currently developed with a single-family home and associated agricultural outbuildings that were constructed in the late 1970s. The property received its current zoning designation of P-1, Institutional as a result of a rezoning that was approved earlier this year (RZN-2024-0024). Additionally, Fayetteville Public Schools acquired the property this year, with plans to develop it as the future location of Woodland Junior High School. Mud Creek, a protected stream, flows east to west along the southern boundary of the property and lies within a Zone A floodplain with no established floodway or base flood elevations. A large scale development for a new alignment of Joyce Boulevard, which would bisect the property, was submitted concurrently with this request (LSD-2024-0031) and approved by the Planning Commission on December 9, 2024.

Request: The applicant proposes to vacate portions of excess right-of-way along Joyce Boulevard totaling 0.25 acres. Vacating the right-of-way, as requested, would reduce the width of the right-of-way along the subject

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

property's frontage to 22.5 feet, which aligns with the Master Street Plan requirement for a Residential Link Street with no on-street parking.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested right-of-way vacation. A new segment of Joyce Boulevard is proposed to be constructed on the subject property, in line with the future street connection depicted in City Plan 2040's Master Street Plan. Following the construction and opening of that new segment of Joyce, staff finds that this platted right-of-way will no longer continue to serve a public purpose, since it would not be required to improve the street to meet Master Street Plan standards, and supports its vacation.

At the December 9, 2024 Planning Commission meeting, this item was forwarded to City Council with a recommendation of approval by a vote of 9-0-0. Commissioner Castin made the motion and Commissioner Payne seconded it. Commissioner Werner made a motion to amend the motion to add a condition that would make the approval of this item contingent upon the completion of the associated extension of Joyce Boulevard (LSD-2024-0031). That motion was seconded by Commissioner Garlock and approved with a vote of 6-3-0. The added condition has been included as the fourth condition of approval noted above.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A, Exhibit B (#5), Planning Commission Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1088

VAC-2024-0026: Vacation (3145 E. JOYCE BLVD./WOODLAND JR HIGH, 177): Submitted by JORGENSEN & ASSOCIATES for property located at 3145 E. JOYCE BLVD. in WARD 3. The property is zoned P-1, INSTITUTIONAL and contains approximately 27.92 acres. The request is to vacate a portion of street right-of-way totaling 0.25 acres.

AN ORDINANCE TO APPROVE VAC-24-26 FOR PROPERTY LOCATED AT 3145 EAST JOYCE BOULEVARD IN WARD 3 TO VACATE 0.25 ACRES OF STREET RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of street right-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of street right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. An easement shall be dedicated to cover the existing buried facilities along East Joyce Boulevard as requested by AT&T.
3. A 30-foot-wide utility easement shall be dedicated along existing overhead lines as requested by Ozarks Electric.
4. Approval of this right-of-way vacation is contingent upon the completion of the associated extension of Joyce Boulevard and acceptance by the City.

City of Fayetteville Staff Review Form

2024-1088
Legistar File ID

1/7/2025

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

Jonathan Curth

12/20/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2024-0026: Vacation (3145 E. JOYCE BLVD./WOODLAND JR HIGH, 177): Submitted by JORGENSEN & ASSOCIATES for property located at 3145 E. JOYCE BLVD. in WARD 3. The property is zoned P-1, INSTITUTIONAL and contains approximately 27.92 acres. The request is to vacate a portion of street right-of-way totaling 0.25 acres.

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:



LEGAL DESCRIPTION - RIGHT-OF-WAY VACATION:

A part of the NE1/4 of the NW1/4 of Section 30, T17N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said NE1/4, NW 1/4, thence S02°23'18"W 26.57 feet, thence N87°14'27"W 329.57 feet to the POINT OF BEGINNING, said point being on the South Right-of-Way of Joyce Boulevard; thence along said Right-of-way N87°14'27"W 256.41 feet, thence along a curve to the left 162.65 feet, said curve having a radius of 255.00 feet and a chord bearing and distance of S74°29'09"W 159.91 feet, thence S56°12'44"W 78.49 feet, thence along a non tangent curve to the right 143.34 feet, said curve having a radius of 820.00 feet and a chord bearing and distance of S61°13'13"W 143.16 feet, thence S66°13'41"W 19.54 feet, thence along a curve to the right 127.86 feet, said curve having a radius of 820.00 feet and a chord bearing and distance of S70°41'42"W 127.73 feet, thence S75°09'42"W 37.91 feet, thence S14°50'18"E 5.00 feet, thence S75°09'42"W 6.26 feet, thence along a non tangent curve to the left 274.07 feet, said curve having a radius of 225.00 feet and a chord bearing and distance of S40°15'55"W 257.44 feet, thence S05°22'08"W 9.21 feet, thence N84°37'52"W 5.00 feet, thence S05°22'08"W 260.00 feet, thence N84°33'19"W 2.24 feet, thence S05°26'41"W 128.24 feet, thence leaving said Right-of-way along a non tangent curve to the right 24.14 feet, said curve having a radius of 127.50 feet and a chord bearing and distance of N00°16'45"W 24.11 feet, thence N05°08'44"E 166.07 feet, thence N84°51'16"W 3.13 feet, thence N06°04'06"E 95.70 feet, thence N06°18'53"E 79.45 feet, thence along a non tangent curve to the right 171.00 feet, said curve having a radius of 272.22 feet and a chord bearing and distance of N18°42'54"E 168.20 feet, thence along a non tangent curve to the right 127.82 feet, said curve having a radius of 204.11 feet and a chord bearing and distance of N55°30'08"E 125.74 feet, thence N73°13'01"E 72.40 feet, thence along a non tangent curve to the left 222.55 feet, said curve having a radius of 1,059.50 feet and a chord bearing and distance of N67°06'29"E 222.14 feet, thence N56°56'44"E 94.86 feet, thence N56°54'36"E 61.72 feet, thence along a non tangent curve to the right 36.44 feet, said curve having a radius of 180.28 feet and a chord bearing and distance of N64°31'36"E 36.38 feet, thence N70°19'03"E 20.62 feet, thence along a non tangent curve to the right 60.10 feet, said curve having a radius of 167.59 feet and a chord bearing and distance of N81°52'48"E 59.78 feet, thence S88°00'57"E 65.84 feet, thence S87°41'21"E 207.02 feet, thence along a curve to the right 16.36 feet, said curve having a radius of 20.00 feet and a chord bearing and distance of S64°15'11"E 15.91 feet to the POINT OF BEGINNING: Containing 10,970.25 square feet or 0.252 acres more or less subject to easements and right of way of record.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: December 9, 2024 (updated with results)

SUBJECT: **VAC-2024-0026: Vacation (3145 E. JOYCE BLVD./WOODLAND JR HIGH, 177):** Submitted by JORGENSEN & ASSOCIATES for property located at 3145 E. JOYCE BLVD. The property is zoned P-1, INSTITUTIONAL and contains approximately 27.92 acres. The request is to vacate a portion of street right-of-way totaling 0.25 acres.

RECOMMENDATION:

Staff recommends forwarding **VAC-2024-0026** to City Council with a recommendation of approval, with conditions.

RECOMMENDED MOTION:

*"I move to forward **VAC-2024-0026** to City Council with a recommendation of approval and with conditions as outlined by staff."*

BACKGROUND:

The subject property is located northeast of the intersection of Joyce Boulevard and Crossover Road. It contains one parcel totaling 27.92 acres which is currently developed with a single-family home and associated agricultural outbuildings that were constructed in the late 1970s. The property received its current zoning designation of P-1, Institutional as a result of a rezoning that was approved earlier this year (RZN-2024-0024). Additionally, Fayetteville Public Schools acquired the property this year, with plans to develop it as the future location of Woodland Junior High School. Mud Creek, a protected stream, flows east to west along the southern boundary of the property and lies within a Zone A floodplain with no established floodway or base flood elevations. A large scale development for a new alignment of Joyce Boulevard, which would bisect the property, was submitted concurrently with this request (LSD-2024-0031). Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	R-A, Residential-Agricultural; RSF-4, Residential Single-Family – Four Units per Acre
South	Rural Residential	R-A, Residential-Agricultural
East	Rural Residential; Undeveloped	Single-Family/Agricultural – One Unit per Acre (Washington County)
West	Commercial; Undeveloped	RI-12, Residential Intermediate – 12 Units per Acre; NS-G, Neighborhood Services – General; C-1, Neighborhood Commercial; C-2, Thoroughfare Commercial

Proposal: The applicant proposes to vacate portions of excess right-of-way along Joyce Boulevard totaling 0.25 acres. Vacating the right-of-way, as requested, would reduce the width of the right-of-way along the subject property's frontage to 22.5 feet, which aligns with the Master Street Plan requirement for a Residential Link Street with no on-street parking.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested right-of-way vacation. A new segment of Joyce Boulevard is proposed to be constructed on the subject property, in line with the future street connection depicted in City Plan 2040's Master Street Plan. Following the construction and opening of that new segment of Joyce, staff finds that this platted right-of-way will no longer continue to serve a public purpose, since it would not be required to improve the street to meet Master Street Plan standards, and supports its full vacation.

Vacation Approval: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses. There are no other property owners adjacent to the subject right-of-way.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided any damage or relocation will be at the builder's expense.
AEP/SWEPCO	No objections and no comments.
Black Hills Energy	No objections and no comments.
AT&T	No objections, provided an easement is provided to cover the existing buried facilities along East Joyce Boulevard.
Ozarks Electric	No objections, provided a 30-foot utility easement is kept along Ozarks Electric's overhead lines.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections and no comments.
Solid Waste & Recycling	No objections and no comments.
Transportation	No objections and no comments.

Public Comment: Staff has not received any direct comments from the public; however, the applicant submitted written comments from neighboring property owners with their submittal. Concerns were raised in those comments about traffic congestion along this section of Joyce. One individual suggested that additional turn lanes should be added at the intersection with Crossover, while another proposed blocking access to Valerie Drive from Joyce. No comments were received that explicitly opposed the requested right-of-way vacation.

RECOMMENDATION: Staff recommends forwarding **VAC-2024-0026** to City Council with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense,
2. An easement shall be dedicated to cover the existing buried facilities along East Joyce Boulevard as requested by AT&T, and
3. A 30-foot-wide utility easement shall be dedicated along existing overhead lines as requested by Ozarks Electric.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>December 9, 2024</u>		☐ Tabled	☒ Forwarded ☐ Denied
Motion:	Motion #1: Forward to City Council with a recommendation of approval	Motion #2: Amend motion #1 to add a condition making approval of this item contingent upon the completion of the associated extension of Joyce Boulevard (LSD-2024-0031)	
Second:	Castin Payne 9-0-0	Werner Garlock 6-3-0	
Vote:			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Applicant Request Letter
- Applicant Petition to Vacate
- Survey – Right-of-way to be Vacated
- One Mile Map
- Close-Up Map
- Current Land Use Map



JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

City of Fayetteville
Development Services
Large Scale Development for New E. Joyce Blvd Extension

To whom it may concern;

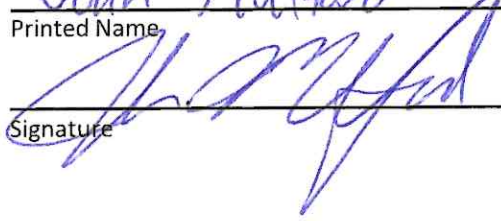
On behalf of the Fayetteville Public School System, we are requesting to vacate a portion of the E. Joyce Blvd, this will make this road fall in line with the Master Street Plan. This vacation, will also establish a new boundary and setbacks that we will be adhering to for our upcoming Large Scale Development.

Sincerely;

Blake Jorgensen, PE

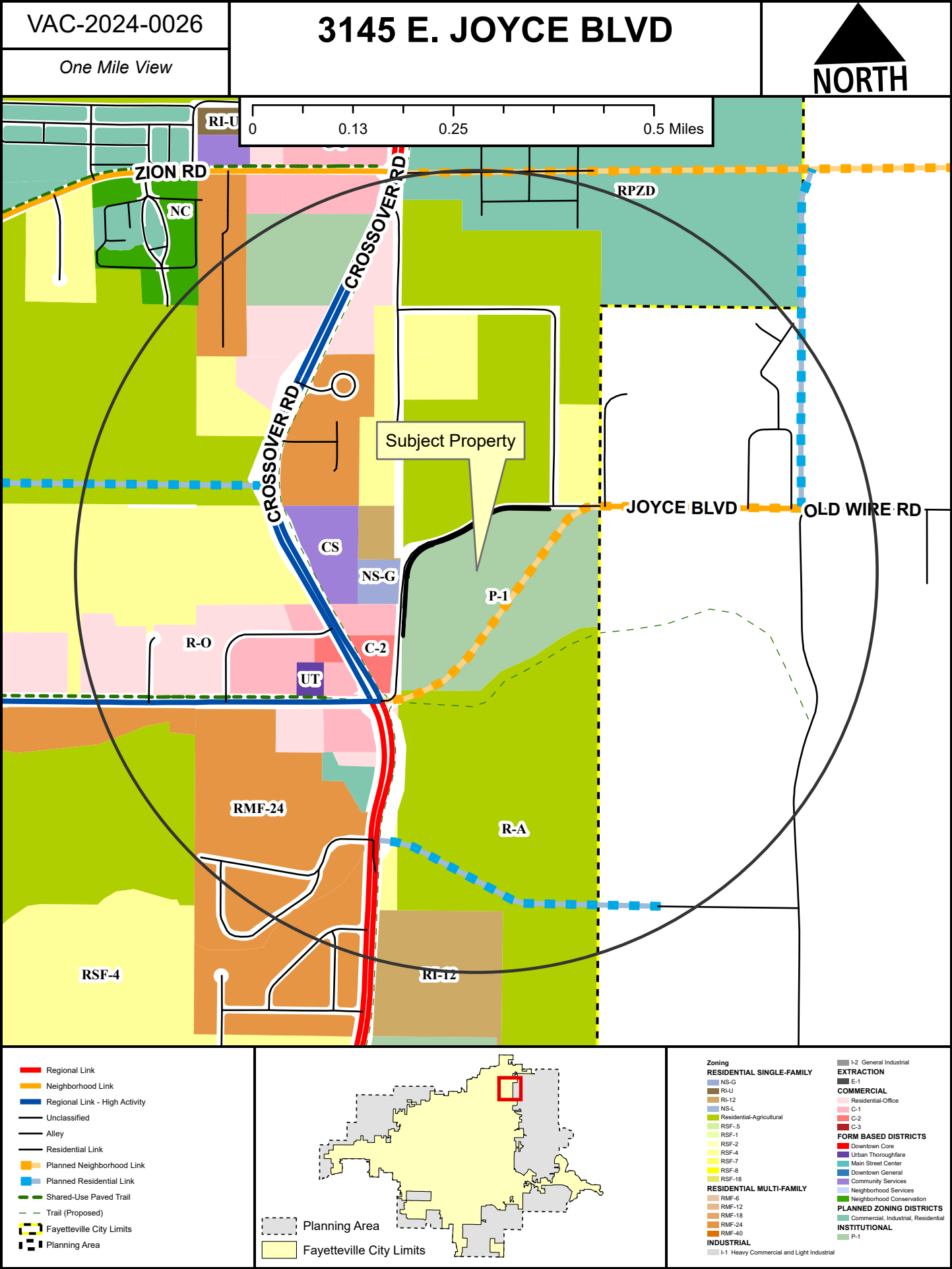
Dated this 29th day of October, 20 24.

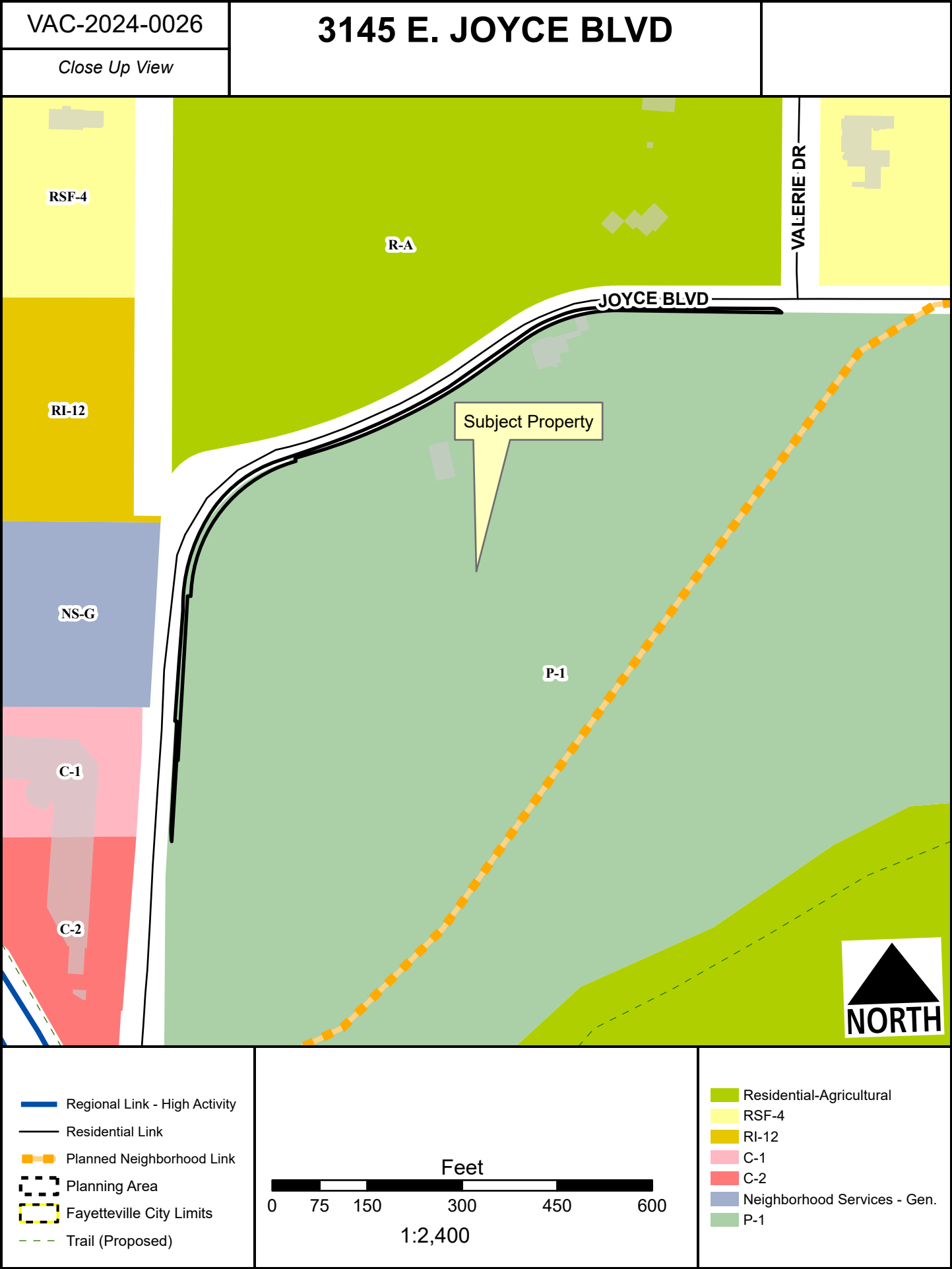
John Mulford
Printed Name


Signature

Printed Name

Signature









MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2024-0056: Rezoning (1520 W. SLIGO/ MCDONALD BUILDING GROUP, 599): Submitted by ENGINEERING SERVICES INC for property located at 1520 W. SLIGO ST. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.41 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.**

RECOMMENDATION:

City Planning Staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in southwest Fayetteville less than 0.1 miles west of the intersection of W. Sligo St. and S. Razorback Rd. The property contains approximately 0.41 acres and is developed with a single-family dwelling that straddles two parcels.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family to RI-12, Residential Intermediate, Twelve (12) Units Per Acre.

Public Comment: To date, staff have received no public comment.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to RI-12 to be compatible with the surrounding area. The subject property is adjacent to properties with multiple zoning designations, including RSF-4, RI-12, RMF-24, Residential Multi-family, 24 Units per Acre, and CS, Community Services. This is reflected in a diversity of nearby housing that includes single-, 2-, and multi-family dwellings. A rezoning to RI-12 would allow for the by-right development of detached and attached dwellings with a density of up to twelve units per acre and the RI-12 zoning district permits lot widths and areas that sit generally in-between the RSF-4 and RMF-24 allowances. Accordingly, staff finds the requested rezoning to be compatible with surrounding land uses and provides opportunities for increased housing opportunities.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as City Neighborhood area. A rezoning to RI-12 could allow for the creation, or maintenance, of residential properties with reduced lot sizes and offer some flexibility in housing types. Staff finds that the requested rezoning could allow for the creation of missing middle housing that meets City Goals 1: We Will Make Appropriate Infill and Revitalization our Highest Priority and 6: We Will

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Create Opportunities for Attainable Housing. As this property lies within the Fayette Neighborhood Junction, staff finds that development under the RI-12 zoning allowances will compliment the master plan's goal of diversifying housing options in a crucial area.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **10** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, 900 S. Hollywood Ave)
- Near Sewer Main (6-inch main, W. Sligo St.)
- Near Water Main (6-inch main, W. Sligo St.)
- Near City Park (Town Branch Park)
- Near U of A Campus
- Near Paved Trail (Town Branch Park)
- Near ORT Bus Stop (Baum Stadium)
- Near Razorback Bus stop (15th & Razorback)
- Appropriate Land Use
- Within Master Plan Area (Fayette Junction Neighborhood)

DISCUSSION:

At the December 9, 2024 Planning Commission meeting, a motion to forward with a recommendation of approval passed with a unanimous vote of 9-0-0. Commissioner Wener made the motion and Commissioner Cabe provided the second. Commissioners did not have any comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1080

RZN-2024-0056: Rezoning (1520 W. SLIGO/ MCDONALD BUILDING GROUP, 599): Submitted by ENGINEERING SERVICES INC for property located at 1520 W. SLIGO ST. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.41 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-56 FOR APPROXIMATELY 0.41 ACRES LOCATED AT 1520 WEST SLIGO STREET IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE

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, Four Units Per Acre to RI-12, Residential Intermediate, Twelve Units Per Acre.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-1080

Item ID

1/7/2025

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

Jonathan Curth

12/20/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0056: Rezoning (1520 W. SLIGO ST/ MCDONALD BUILDING GROUP, 599) - Submitted by ENGINEERING SERVICES INC for property located at 1520 W. SLIGO ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.41 acres, in WARD 1. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.

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:

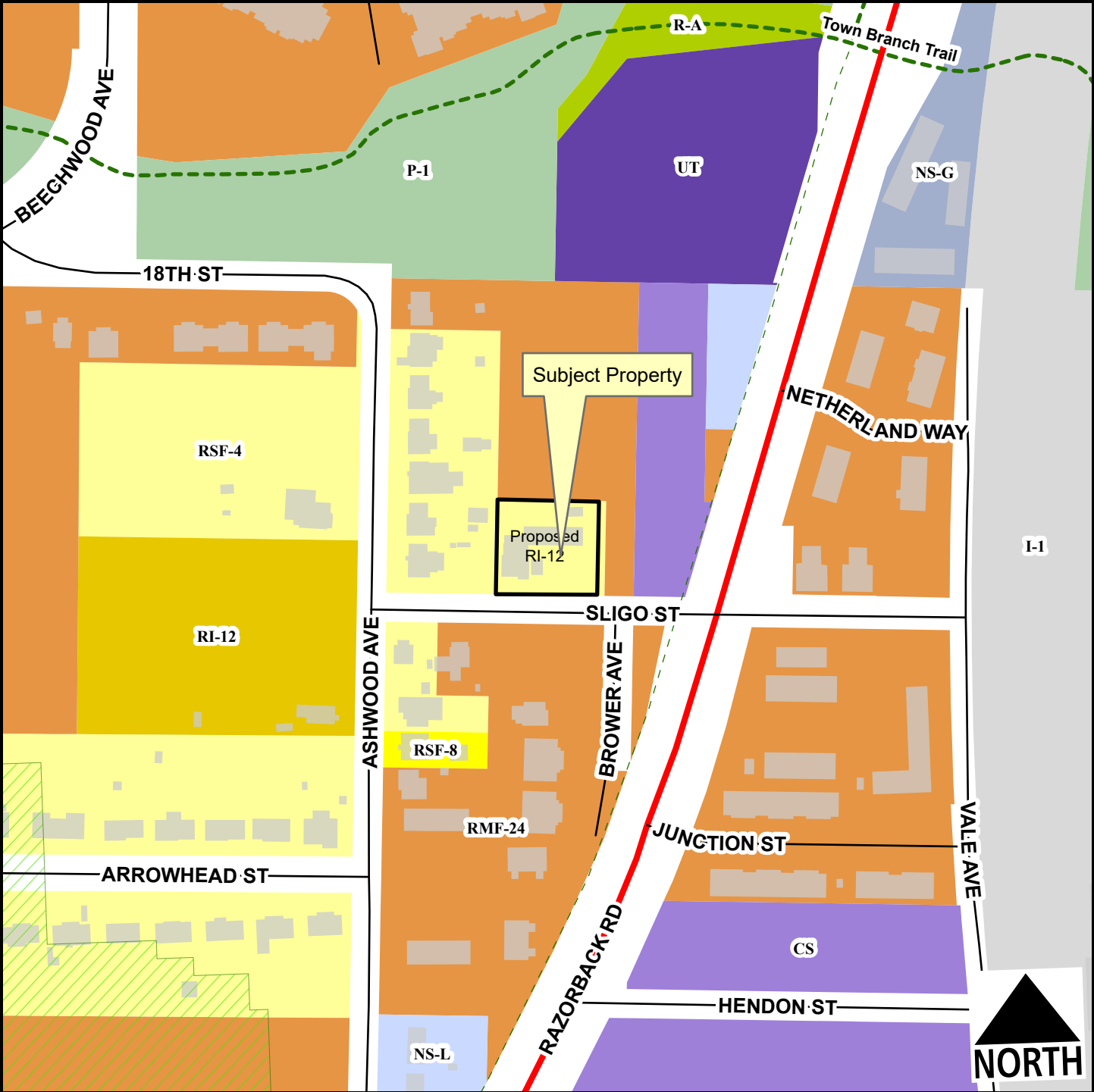
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Regional Link

Unclassified

Residential Link

Hillside-Hilltop Overlay District

Trail (Proposed)

Planning Area

Fayetteville City Limits

Feet

0

75

150

300

450

600

1:2,400

Zone	Current	Proposed
RI-12	0.0	0.4
RSF-4	0.4	0.0
Total		0.4 ac

Exhibit 'B'

RZN-2024-0056

Lots 13 and 14, less and except 10 feet of uniform width off the East side of Lot 14, of the Replat of Block 2, Meadow Vale Subdivision, Washington County, Arkansas, as shown on plat record 1 at page 25.



W TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Wesley Frank, Planner

MEETING DATE: December 9, 2024 **Updated with results from December 9, 2024 PC Meeting**

SUBJECT: **RZN-2024-0056: Rezoning (1520 W. SLIGO ST./ ENGINEERING SERVICES, 599):** Submitted by ENGINEERING SERVICES INC for property located at 1520 W. SLIGO ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.41 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.

RECOMMENDATION:

Staff recommend forwarding **RZN-2024-0056** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0056** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in southwest Fayetteville approximately less than 0.1 miles west of W. Sligo St. and S. Razorback Rd. The property contains approximately 0.41 acres and is developed for a single-family dwelling. The property is zoned RSF-4, Residential Single-Family 4-units per Acre. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Residential Multi-Family	RMF-24, Residential Multi-family - Twenty-Four (24) Units per Acre
South	Residential Multi-Family	RMF-24, Residential Multi-family - Twenty-Four (24) Units per Acre
East	Residential Multi-Family	RMF-24, Residential Multi-family - Twenty-Four (24) Units per Acre
West	Single-Family	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family to RI-12, Residential Intermediate, Twelve (12) Units Per Acre.

Public Comment: To date, staff have received no public comment.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: This property has frontage to West Sligo Street, a partially improved residential link, with asphalt paving and curb and gutter. 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. There is an existing 6-inch water line present along West Sligo Street.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 900 linear feet downstream of this property.

Sewer: Sanitary Sewer is available to the subject area. There is an existing 6-inch sanitary sewer main present within West Sligo Street.

Drainage: This property has frontage to West Sligo Street, a partially improved residential link, with asphalt paving and curb and gutter. 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.

Hydric soils appear to be present in a small portion of the northeastern corner of the subject property. 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.

Fire: Station 6, located at 900 S. Hollywood Ave., protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning district of RSF-4, Residential Single-Family, Four Units per Acre, requires **25% minimum canopy preservation**. The proposed zoning district of RI-12, Residential Intermediate requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood Area are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. Council adopted the Fayette This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone. The property is located in the Fayette Junction Master Plan. Council adopted this master plan in the Spring of 2009 to better understand current usage and opportunities to better anticipate future needs for a unique area.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **10** for this site with a weighted score of **11.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, 900 S. Hollywood Ave)
- Near Sewer Main (6-inch main, W. Sligo St.)
- Near Water Main (6-inch main, W. Sligo St.)
- Near City Park (Town Branch Park)
- Near U of A Campus
- Near Paved Trail (Town Branch Park)
- Near ORT Bus Stop (Baum Stadium)
- Near Razorback Bus stop (15th & Razorback)
- Appropriate Land Use
- Within Master Plan Area (Fayette Junction Neighborhood)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed rezoning from RSF-4 to RI-12 be compatible with the surrounding area. The subject property is adjacent to RI-12-zoned single-family property across S. Ashwood Ave. to the west and properties developed with single-family homes to the west and properties zoned multi-family to the north and south. A rezoning to RI-12 would allow for the by-right development of detached and attached dwellings with a density of up to twelve units per acre. RSF-4 and RI-12 have significantly different bulk and area requirements. Lot width minimum in RI-12 is 50 feet for both single-family and two-family, and 90 feet for three- and four-family; but in RSF-4 is only 70 feet. Lot area minimum in RI-12 is 5,000 square feet for single-family, 7,260 square feet for two-family,

and 10,890 square feet for three- and four-family, but in RSF-4 is 8,000 square feet (.18 acres). Staff finds the requested rezoning to be compatible with surrounding land uses and provides opportunities for increased housing opportunities.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as City Neighborhood area. A rezoning to RI-12 could allow for the creation, or maintenance, of residential properties with reduced lot sizes and offer some flexibility in housing types. Staff finds that the requested rezoning could allow for the creation of missing middle housing that meets City Goals 1: We Will Make Appropriate Infill and Revitalization our Highest Priority and 6: We Will Create Opportunities for Attainable Housing. As this property lies within the Fayette Neighborhood Junction, it will comply with the master plan's goal of diversifying housing options in a crucial area.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that there is sufficient justification to rezone the property from RSF-4 to RI-12 since the proposed rezoning would be consistent with the property's future land use designation and supports several goals of City Plan 2040.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RSF-4 to RI-12 does have the potential to increase traffic danger and congestion due to increased density and additional curb cuts. Courts have established a precedent that properties with frontage to a public street have a legal right to access the street, therefore additional curb cuts could be added and increase traffic danger and congestion along W. Sligo St. However, 166.08(F)(2)(b) does states that "curb cuts shall be located a minimum of 50 feet from an intersection or driveway" along residential link streets. Access management will be reviewed at the time of development.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets, water, and sewers, and any necessary improvements would be determined at the time of development. 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 recommend forwarding RZN-2024-0056 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>December 9, 2024</u>		☐ Tabled	☒ Forwarded	☐ Denied	
Motion: Werner		W/ a recommendation of approval			
Second: Cabe					
Vote: 9-0-0					

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, Twelve (12) Units Per Acre
- Applicant Request Letter
- Fayette Junction Neighborhood Plan Map
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

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
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(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) and four (4) 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	8 feet	5 feet	20 feet	5 feet

property line and a line 25 feet from the front property line.				
--	--	--	--	--

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* 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.

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.

October 25, 2024

Jonathan Curth, Director
Development Services
City of Fayetteville, Arkansas
125 West Mountain Street
Fayetteville, AR 72701

Submitted Electronically via EnerGov

RE: Rezoning Request
1520 West Sligo Street

Mr. Curth,

We are submitting application materials to rezone approximately 0.41 acres at 1520 West Sligo Street from the RSF-4 district to RI-12 (Residential Intermediate – 12 units per acre).

The property to be rezoned includes two parcels, 765-08390-000 and 765-08391-000, both of which are owned by McDonald Building Group, LLC. The property is located along the north side of West Sligo Street between South Ashwood Avenue and South Razorback Road. The property was originally platted as part of the Meadow Vale Subdivision.

The property is being rezoned to allow for future residential development of the property. There is an existing structure on the property which the owner intends to remove and replace with new residential structures.

Prior to submitting this application, planning staff were consulted regarding the appropriate zoning district to request. Staff suggested RI-12 would be the preferred district for several reasons:

- The requested district would be compatible with surrounding properties/uses in that there are several nearby properties that are already in the requested district.
- Planning Commission has indicated their approval/desire for this district in the area by recently approving the rezoning of other properties in the area into this district. Two recent examples include RZN-2024-0033 for 2.4 acres located at the intersection of West Sligo Street/Ashwood Avenue and RZN-2024-0034 for 9.1 acres along the north side of West 18th Street.
- The requested district would allow for the proposed future development. Density, bulk and area regulations, building setbacks, and allowed uses are all compatible with the owner's proposed development of the site.
- The requested district is "right-sized". RI-12 district would accommodate the proposed development, but also minimizes the possibility of a different, unwanted, incompatible, or significantly more dense development of the property might occur following approval of the rezoning.

The future land use plan designates this area as City Neighborhood. City Plan 2030 states:

“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 multifamily.”

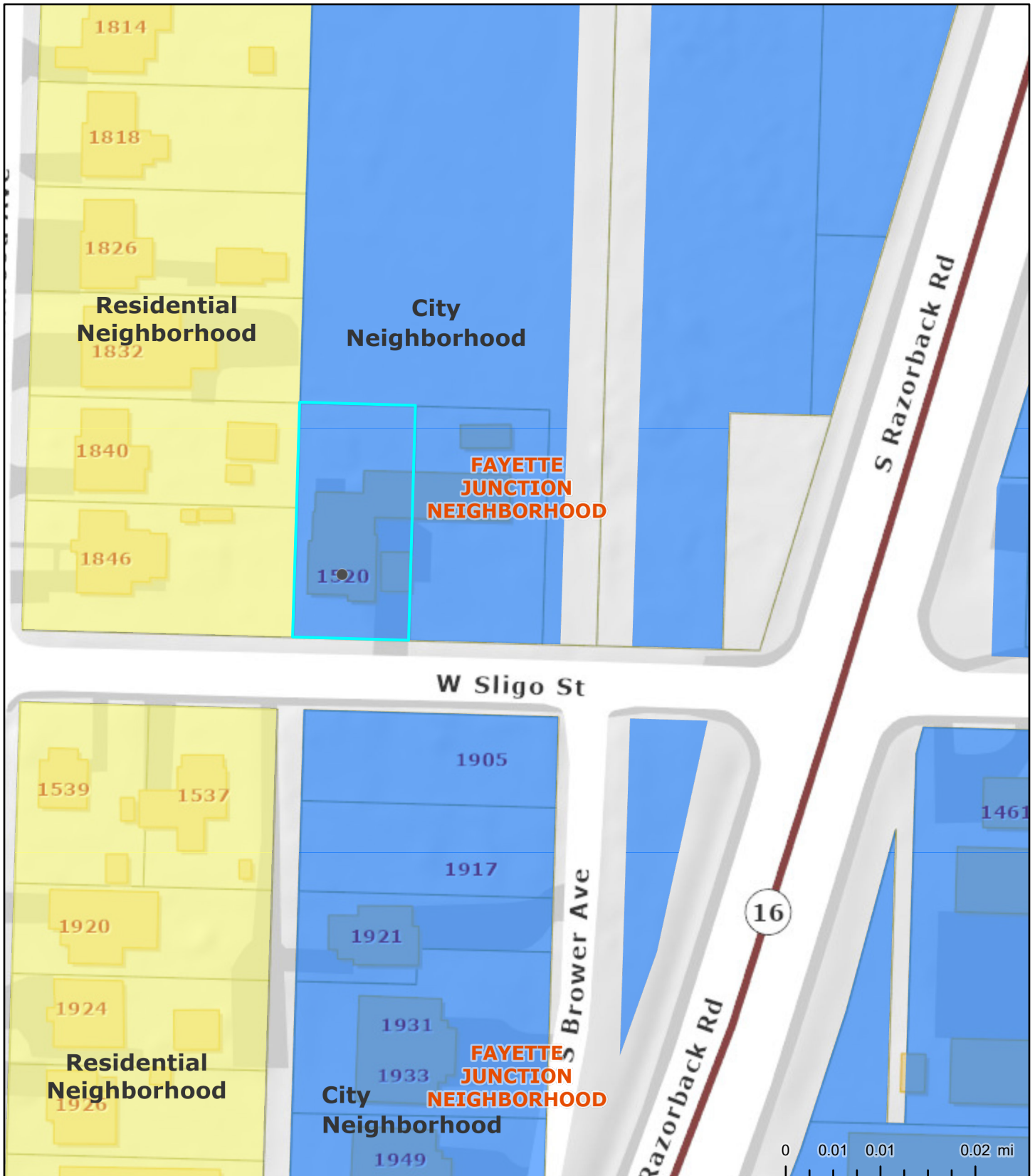
No issues related to the ability of existing infrastructure to support future development of the property are apparent.

Thank you for your consideration of this request.

Sincerely,



Daniel Lazenby



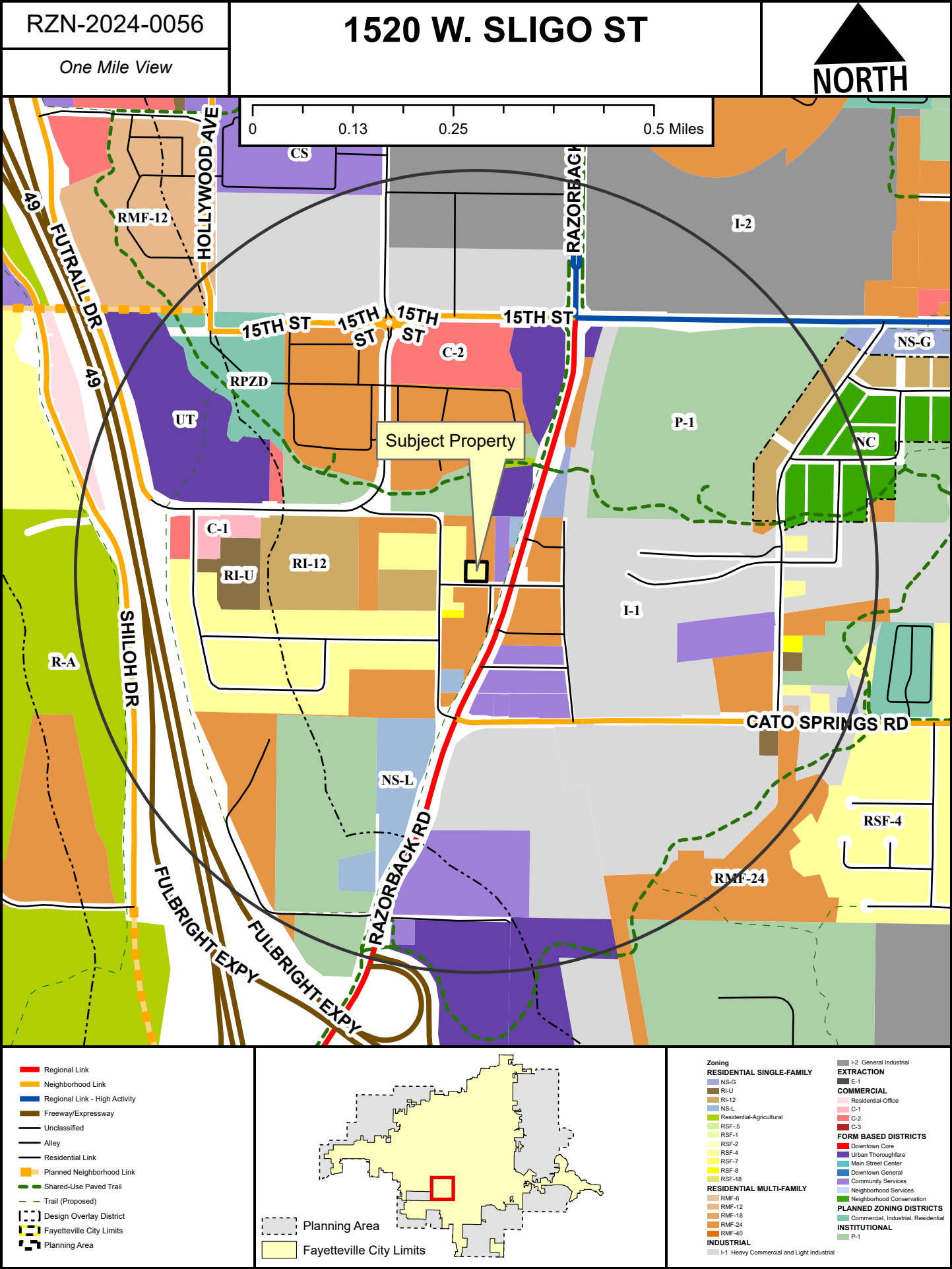
- City Neighborhood
- Residential Neighborhood
- Complete Neighborhood Plan

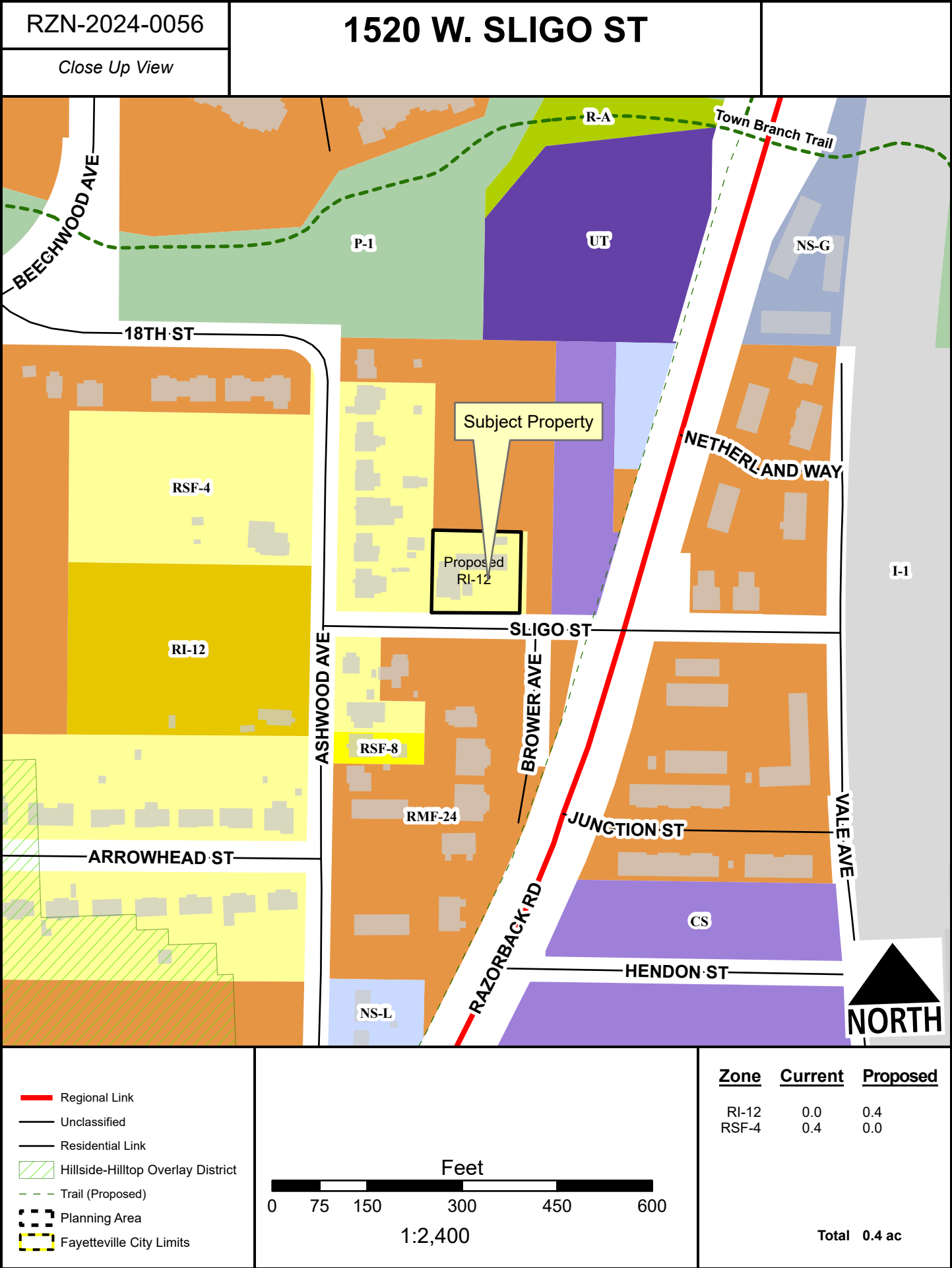
Exhibit

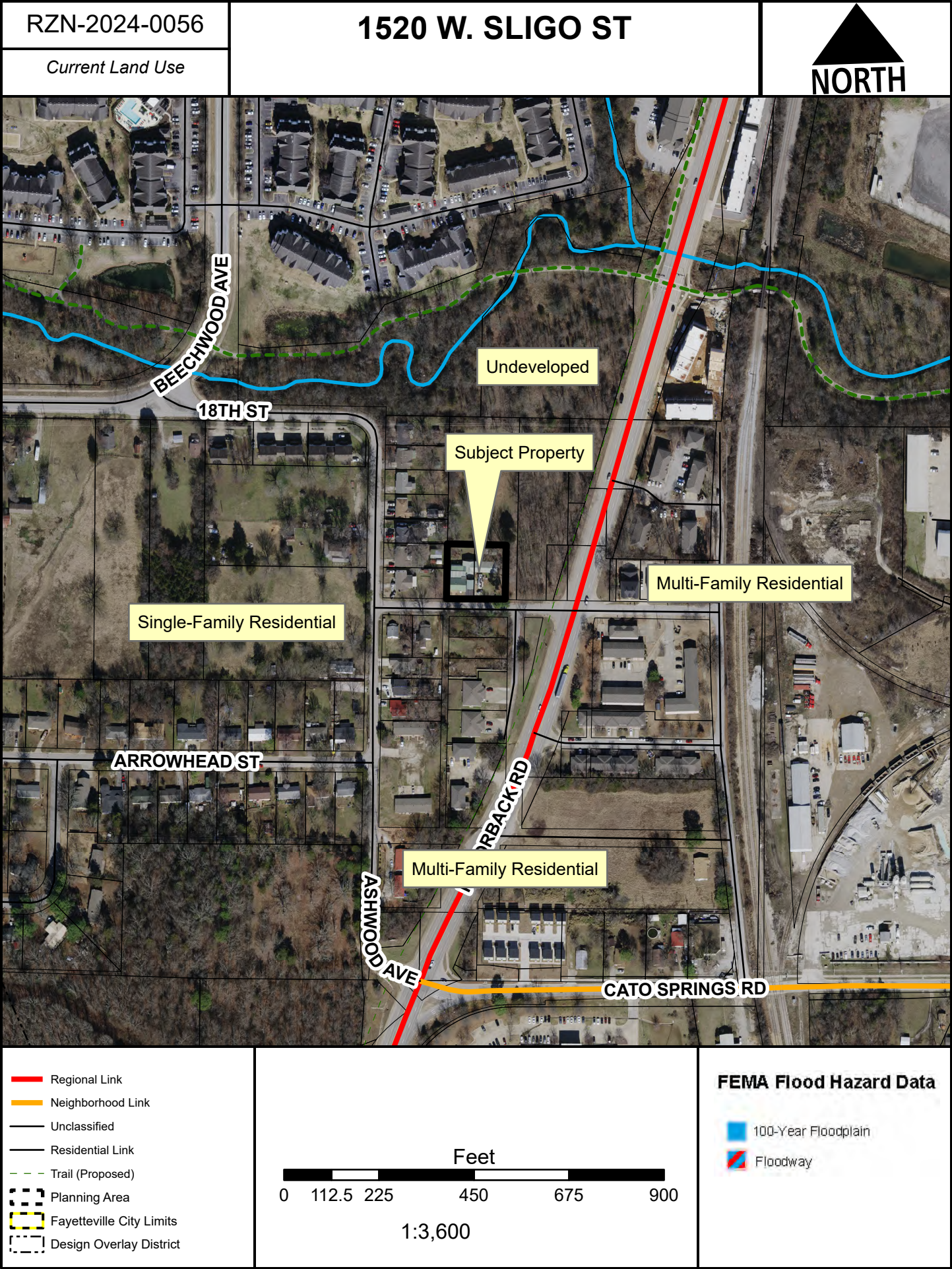
Fayetteville, AR

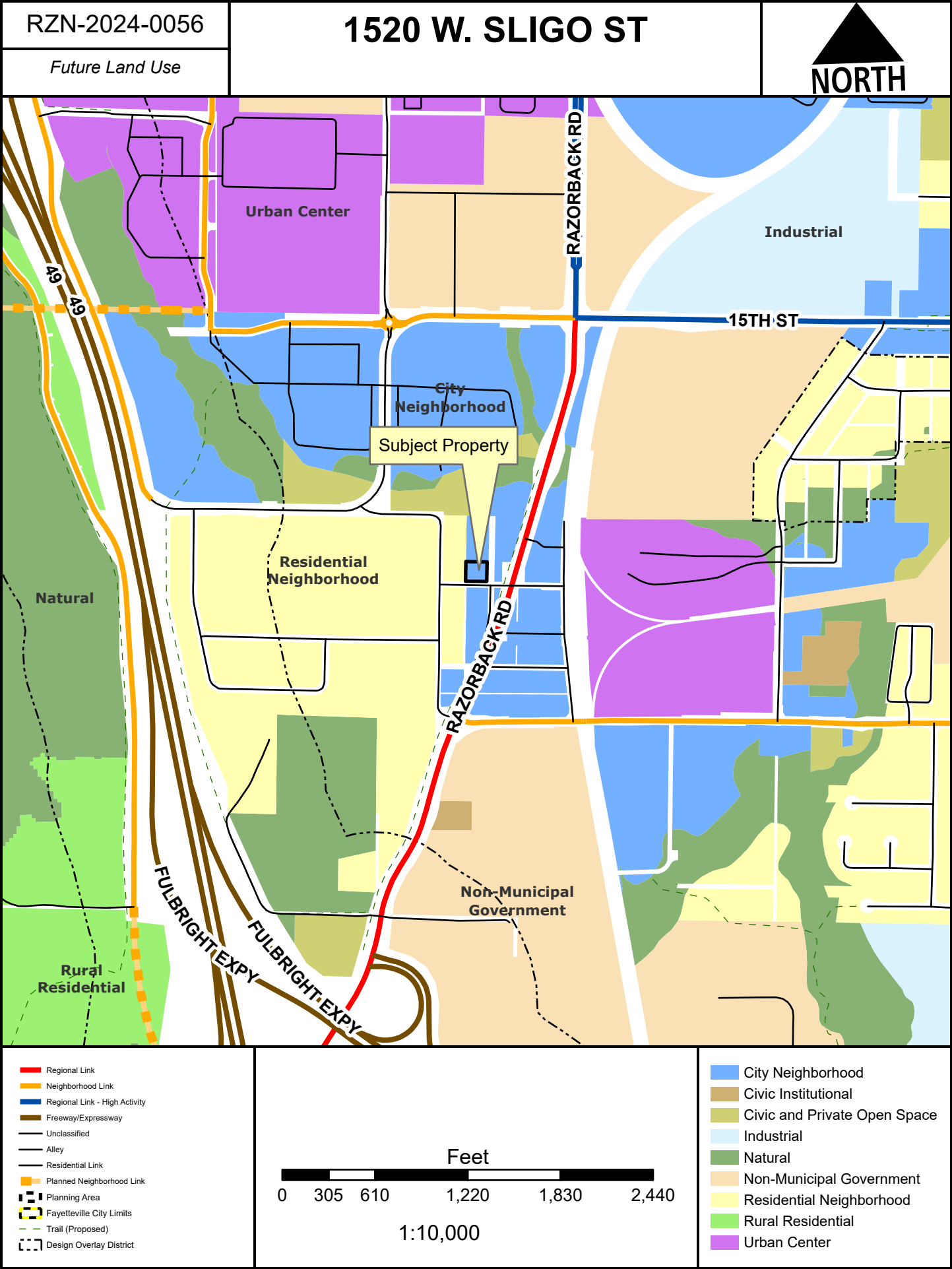
The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

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Map Author:











MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Kit Williams, City Attorney
FROM:
SUBJECT: AN ORDINANCE TO AMEND § 172.05 (A)(2)

RECOMMENDATION:

AMEND § 172.05 (A)(2) FOR THE REQUIRED PARKING FOR RESIDENTIAL DEVELOPMENTS TO EMPOWER THE PLANNING COMMISSION TO LOWER THE MINIMUM PARKING REQUIREMENTS IN APPROPRIATE SITUATIONS

BACKGROUND:

The tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors. The Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: City Attorney Memo (#3), Current Code (#4), Agenda Request (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1107

AN ORDINANCE TO AMEND § 172.05 (A)(2)

AN ORDINANCE TO AMEND § 172.05 (A)(2) FOR THE REQUIRED PARKING FOR RESIDENTIAL DEVELOPMENTS TO EMPOWER THE PLANNING COMMISSION TO LOWER THE MINIMUM PARKING REQUIREMENTS IN APPROPRIATE SITUATIONS

WHEREAS, the tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors; and

WHEREAS, the Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals (2)(a)(i), (ii), and (iii) of § 172.05 (A)(2) and enacts the following replacements (2) (a)(i) and (ii) as follows:

§ 172.05 (A)(2)(a) Reductions for Residential Use

The Planning Commission may grant a variance from the minimum number of parking spaces required in Table 3 for residential use if the commission determines that sufficient on-street parking spaces will remain reasonably available for the surrounding neighborhood after construction of the apartment building even if the minimum number of required off-street parking spaces for residential use is reduced by some or all of the possible reductions listed in (i), (ii), and (iii).

1. *Transit Stops.* If the proposed apartment building is within three hundred (300) yards walking distance on city right-of-way to a transit stop which is continually served by public busses every thirty minutes or less from 6:30 a.m. through 6:30 p.m. every Monday through Friday, the Planning Commission may reduce the minimum number of parking spaces by as much as 15%.

1. *Motorcycle and Powered Scooter Spaces, and Bicycle Racks.* If the developer places a limitation on its Large Scale Development or other development permit that a certain number of its tenants will be continually prohibited from bringing a four wheeled road vehicle into Fayetteville, then the Planning Commission may reduce the minimum required residential parking spaces by one for every such tenant by constructing a motorcycle/powered scooter space for every such tenant up to a maximum of a 10% reduction and up to another 5% reduction for such tenants by providing two bicycle rack parking spaces for each vehicle parking spot reduction.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby re-letters § 172.05 (A)(2)(iv) to (iii) and repeals § 172.05 (A)(2)(iv)(3) *Shared Spaces*.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Susan Norton**, Chief of Staff
Jonathan Curth, Development Services Director
Jessie Masters, Development Review Manager

FROM: **Kit Williams**, City Attorney

DATE: **December 19, 2024**

RE: **Proposed Amendment to the Reductions for Residential Use**

Council Members Teresa Turk and Mike Wiederkehr expressed their concerns that the *Unified Development Code* currently gives the developer the absolute right to substantially reduce what should be the minimum number of parking spaces to be created for its future tenants without regard for potential harm to its residential neighbors. § 172.05 (A)(2)(a)(i), (ii), and (iii) authorizes the developer to reduce the minimum spaces to be provided by more than one third. (Copy attached)

As was clearly revealed by the recent Lofts apartment complex proposal along Nelson Hackett and South Streets, established neighborhoods with smaller or narrower streets that limit parking coupled with many houses without driveways which are dependent upon on street parking places could be overwhelmed when more than a third of a large apartment complex's tenants must resort to taking all available on street parking places near the apartment complex.

The way the U.D.C. now reads, this 35% reduction in required residential parking spaces is a "by right" decision of the developer which even the City Council cannot override regardless of legitimate neighborhood concerns. Council Members Teresa Turk and Mike Wiederkehr want to change this to a normal variance which can be approved, rejected or modified by the Planning Commission depending on the actual, real world situation wherever the apartment complex is being proposed. The Planning Commission's decision on this variance could then be appealed for a final decision by the City Council.

Council Members Teresa Turk and Mike Wiederkehr who are sponsoring this proposed amendment to the "**Reductions for Residential Use**" subsection can further explain their reasons for sponsoring this ordinance (copy attached) in an attempt to better protect existing neighborhoods throughout Fayetteville.

(G) *Hillside/Hilltop Overlay District.*

- (1) *Separation of Parking Pads in Multi-Family, and Non-Residential Development.* Parking pads shall be separated by a minimum undisturbed area of 15 feet between parking pads. Streets and access drives are permitted to cross this undisturbed area.
 - (2) *Cut and Fill Slopes.* Parking pads should be encouraged to utilize cut slopes with retaining walls to minimize disturbance.
 - (3) *Maximum Number of Spaces per Parking Lot for Multi-Family and Non-Residential Uses.* Parking pads shall have a maximum of thirty (30) spaces per pad.
 - (4) *Parking Lot Location.* Parking lots shall be set back with a minimum of 35 feet of undisturbed area required adjacent to the street right-of-way.
 - (5) *Multi-Family and Non-Residential Uses.* Developers of multi-family and non-residential uses in the Hillside Overlay District are encouraged to refer to the Hillside Best Management Practices Manual for guidance and direction in the design of their project.
- (Ord. No. 4725, 7-19-05; Ord. No. 4855, 4-18-06; Ord. No. 4917, 9-05-06; Ord. No. 5044, 8-07-07; Ord. No. 5079, 11-20-07; Ord. No. 5297, 12-15-09; Ord. No. 5592, 06-18-13; Ord. No. 5680, 4-15-14; Ord. No. 5841, §§1—3, 1-5-16; Ord. No. 5859, §2, 3-15-16; Ord. No. 6325, §1, 6-16-2020; Ord. No. 6350, §9(Exh. G), 8-18-2020)

172.05 Standards For The Number Of Spaces By Use(A) *Required Parking.**Current code*

- (1) *Non-Residential Use.* There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.
- (2) *Residential.* The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.
 - (a) *Reductions for Residential Use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:
 - (i) *Transit Stops.* Properties located within a ¼ mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to 15%.

- (ii) *Motorcycle and Scooter Spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one (1) motorcycle/scooter space for one (1) automobile space.
- (iii) *Bike Racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one (1) automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
- (iv) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.
- (3) *Maximum Number Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:
 - (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

AGENDA REQUEST FORM

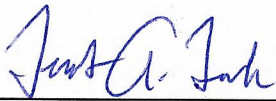
FOR: Council Meeting of January 7, 2025

FROM: Council Members Mike Wiederkehr and Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 172.05 (A)(2) FOR THE REQUIRED PARKING FOR RESIDENTIAL DEVELOPMENTS TO EMPOWER THE PLANNING COMMISSION TO LOWER THE MINIMUM PARKING REQUIREMENTS IN APPROPRIATE SITUATIONS

APPROVED FOR AGENDA:



Teresa Turk
City Council Member

12/17/24

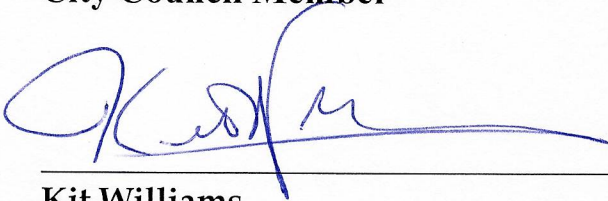
Date



Mike Wiederkehr
City Council Member

12-17-24

Date



Kit Williams
Approved as to form

December 17, 2024

Date



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council
THRU: Kit Williams, City Attorney
FROM: Sarah Moore, City Council Member - Ward 1 Position 2
SUBJECT: **A RESOLUTION TO REQUEST THAT MAYOR RAWN DISCUSS WITH THE WALTON ARTS CENTER POSSIBLE CHANGES TO THE LONG-TERM LEASE TO PROVIDE THE CITY AND CITIZENS SOME USE OF THE PORTER WAREHOUSE**

RECOMMENDATION:

THAT MAYOR RAWN DISCUSS WITH THE WALTON ARTS CENTER POSSIBLE CHANGES TO THE LONG-TERM LEASE TO PROVIDE THE CITY AND CITIZENS SOME USE OF THE PORTER WAREHOUSE

BACKGROUND:

The City of Fayetteville has invested substantial sums to preserve and improve the Porter Warehouse in the last few years. The Porter Warehouse has now been rehabilitated and restored sufficiently to allow its use for citizens and artists.

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Moore Approval (#3), Agenda Request - Moore (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1106

A RESOLUTION TO REQUEST THAT MAYOR RAWN DISCUSS WITH THE WALTON ARTS CENTER POSSIBLE CHANGES TO THE LONG-TERM LEASE TO PROVIDE THE CITY AND CITIZENS SOME USE OF THE PORTER WAREHOUSE

A RESOLUTION TO REQUEST THAT MAYOR RAWN DISCUSS WITH THE WALTON ARTS CENTER POSSIBLE CHANGES TO THE LONG-TERM LEASE TO PROVIDE THE CITY AND CITIZENS SOME USE OF THE PORTER WAREHOUSE

WHEREAS, the City of Fayetteville has invested substantial sums to preserve and improve the Porter Warehouse in the last few years; and

WHEREAS, the Porter Warehouse has now been rehabilitated and restored sufficiently to allow its use for citizens and artists.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby requests that Mayor Rawn discuss with the Walton Arts Center what uses that the City could offer to its citizens and artists in the Porter Warehouse and whether the long-term lease should be amended to help the City provide such services and access.

Barnes, Stacy

From: Moore, Sarah
Sent: Friday, December 20, 2024 9:58 AM
To: Williams, Kit
Cc: Barnes, Stacy
Subject: Re: Resolution to revisit WAC contract

Hi Kit

Thanks for checking in. I was considering one additional passage for this and working on that language but think I am ok to proceed as is.

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629



Report a concern with SeeClickFix:
<https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix>
Speak up on City projects:
<https://speakup.fayetteville-ar.gov/>
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Date: Friday, December 20, 2024 at 9:35 AM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Cc: Barnes, Stacy <sbarnes@fayetteville-ar.gov>
Subject: FW: Resolution to revisit WAC contract

Sarah,

Today is the deadline day for the tentative agenda. You indicated you wanted this on the January 7th Council Meeting so today's the day unless you want to walk it onto the Agenda Meeting.
Kit

From: Williams, Kit
Sent: Thursday, December 19, 2024 9:31 AM
To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Resolution to revisit WAC contract

Sarah,
Attached please find a proposed resolution asking the Mayor to discuss the City's and citizens' possible use of the Porter Warehouse with the Walton Arts Center.
Kit

AGENDA REQUEST FORM

FOR: Council Meeting of January 7, 2025

FROM: Council Member Sarah Moore

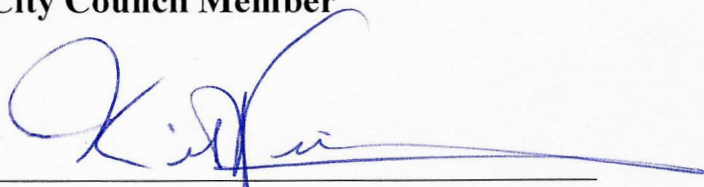
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO REQUEST THAT MAYOR RAWN DISCUSS WITH THE WALTON ARTS CENTER POSSIBLE CHANGES TO THE LONG-TERM LEASE TO PROVIDE THE CITY AND CITIZENS SOME USE OF THE PORTER WAREHOUSE

APPROVED FOR AGENDA:

Sarah Moore
City Council Member

Date



Kit Williams
Approved as to form

December 19, 2024
Date



MEETING OF DECEMBER 30, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Kit Williams, City Attorney

SUBJECT: **Resolution to adopt the Rules of Order and Procedure of the Fayetteville City Council for 2025**

RECOMMENDATION:

The City Attorney's Office recommends approval of a resolution adopting the Rules of Order and Procedure of the Fayetteville City Council for 2025.

BACKGROUND:

The City Council re-adopts the **Rules of Order and Procedure of the Fayetteville City Council** at the beginning of every year as recommended by the Arkansas Municipal League.

DISCUSSION:

The City Attorney's Office has drafted the appropriate Resolution to adopt the **Rules of Order and Procedure of the Fayetteville City Council** at the City Council's first meeting of 2025. The Rules of Order and Procedure were last revised on January 2, 2024 by Resolution 27-24.

BUDGET/STAFF IMPACT:

n/a

ATTACHMENTS: 2025 Rules of Order and Procedure - January 7, 2025 - Res ____-25 (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-966

Resolution to adopt the Rules of Order and Procedure of the Fayetteville City Council for 2025

A RESOLUTION TO ADOPT THE RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL FOR 2025

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby adopts the **Rules of Order and Procedure of the Fayetteville City Council** for 2025 as attached to this Resolution.

RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL

A. CITY COUNCIL MEETINGS

1. Regular Meetings

The City Council shall meet in regular session on the first and third Tuesday of each month at 5:30 P.M. When a holiday or general election occurs on any such Tuesday, the regular meeting shall be held on the following Thursday at the same hour unless otherwise provided for by motion. The regular meeting time may be rescheduled by the City Council in special circumstances, but when so done the change must be made far enough in advance to allow normal public notification.

2. Location

The place of City Council meetings shall be in the City Council Chambers in the City Hall unless another place has been previously set by the City Council.

3. Special Meetings

Special meetings may be called by three or more members of the City Council or by the Mayor. Notification of a special meeting, including specific items to be considered, shall be at least two hours prior to the meeting. Such notification shall be by personal service to each member or by telephone, specifying time and place of meeting.

4. Executive Session

An executive session may be requested by any member of the City Council or the Mayor. A majority vote by the City Council is required to convene in executive session. Executive sessions will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee.

5. Quorum

A majority of the City Council shall be necessary to constitute a quorum to do business at a City Council meeting. The concurring vote of a majority of those attending a meeting shall be sufficient to pass procedural motions except a Motion to Suspend the Rules which requires six affirmative votes. Ordinances and Resolutions require five affirmative votes to pass.

6. Public Notification

The City will go further than legally required in order to inform citizens of the items to be considered by the City Council. The means used may include press releases or advertisements in

a local newspaper, special notice to citizens who have shown a direct interest in matters to be considered, Government Channel announcements and presentation, and agenda copies available at City Council meetings.

7. Presentation of Agenda Items at City Council Meetings

a. Agenda Items not Included Within the Tentative Agenda Packet.

(1) **Staff Agenda Items.** If the City staff requests to “walk-on” an agenda item for the City Council Agenda during the City Council Agenda Session, the memo from the City staff shall begin with a clear and compelling reason why this proposed agenda item could not have been included within the Tentative Agenda and cannot wait for City Council consideration at a later City Council meeting. Any member of the City Council including the Mayor can then place this item on the Final Agenda.

(2) **Council Member Agenda Items.** Council Members should also strive to include any agenda item a Council Member wishes the City Council to consider within the Tentative Agenda. If that is not possible, the Council Member should explain during the Agenda Session why the proposed agenda item should be included in the Final Agenda rather than postponed to the next meeting. Any member of the City Council including the Mayor can then place this item on the Final Agenda.”

b. Agenda Additions. A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting’s agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

c. Consent Agenda. Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If a Council Member wishes to comment upon or discuss a Consent Agenda item that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

d. Unfinished Business and New Business.

(1) **Overview Period.** Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, appellant from a final decision of the Planning Commission or City Staff, etc.) may present its proposal only during this presentation period, but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff’s presentation and an Applicant’s presentation whether presented by one or more than one

presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

(2) **Public Comments.** Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

e. **Courtesy and Respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

8. Smoking Prohibited.

There will be no smoking allowed in the City Council Chambers during City Council meetings.

9. Cell Phones and Pagers.

Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions.

10. Virtual City Council Meetings Authorized

After proper notice has been provided to the public, City Council Members are authorized to assemble, gather, meet, and conduct open public meetings (including speaking, voting and passing ordinances and resolutions) through appropriate electronic means which ensure the public's right to attend by being able to listen to the proceedings and discussions. These open public meetings include City Council meetings and agenda sessions as well as City Council Member Committee meetings.

B. DUTIES AND PRIVILEGES OF COUNCIL MEMBERS AT CITY COUNCIL MEETINGS

1. Seating

Members shall occupy the respective seats in the City Council Chambers assigned by position number. The Mayor (or Assistant Mayor in the Mayor's absence) shall be seated near the center of the City Council table.

2. Conduct

During City Council meetings, Council Members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the Mayor or the rules of the City Council.

Every member of the City Council desiring to speak shall address the chair and, upon recognition by the Mayor, shall confine herself or himself to the question under debate and shall avoid all personalities and indecorous language. A Council Member once recognized shall not be interrupted while speaking unless called to order by the Mayor, unless a point of order is raised by another member or unless the member chooses to yield to questions from another member.

If a member is called to order while he or she is speaking, the member shall cease speaking immediately until the question of order is determined. If ruled to be not in order, the member shall remain silent or shall alter his or her remark so as to comply with the rules of the City Council.

All members of the City Council shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the City Council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. Council Members shall confine their questions as to the particular matters before the City Council and in debate shall confine their remarks to the issues before the City Council.

3. Financial Interest

No member of the City Council with a direct or indirect financial interest in any items before the City Council shall participate in the discussion of or voting on such matter.

4. Voting

Every member present when a question is put to a vote shall vote either "yes" or "no", except that a member may abstain from voting if he or she has not participated in the preceding discussion of the question and if that member has previously stated the reason for the abstention. Except for a question necessary to clarify the meaning of the motion, resolution or ordinance being voted upon, no questions or comments by members of the City Council including the Mayor shall be made

during the voting on the pending motion, resolution or ordinance. The Council Members will vote at City Council meetings in the order of their position number, but with a progressively different position voting first at each meeting.

5. Roll Call

Upon every vote the affirmative and negative votes shall be called and shall be recorded on every motion, resolution and ordinance; however, items which may be approved by motion, or contracts and leases which can be approved by resolution, may be grouped together and approved simultaneously with one roll call, under a "Consent Agenda.

C. MAYOR & VICE MAYOR

1. Mayor

a. General Power to Preside and Vote

The Mayor is the presiding officer and ex officio president of the City Council. The Mayor may vote to establish a quorum or to pass an ordinance, resolution or motion if the Mayor's vote is needed for passage. The Mayor does not have the right to vote for an Emergency Clause on an ordinance. An Emergency Clause requires six affirmative votes by the City Council to pass.

b. Mayor's Veto Power

The Mayor has the power to veto any ordinance, resolution or order, or part thereof, adopted by the City Council within five (5) days (Sundays excluded) of the City Council vote. Before the next City Council meeting, the Mayor shall file in the City Clerk's office a written statement of reasons for the veto. At the first City Council meeting following the veto, the City Council can override the veto by two-thirds majority (6 affirmative votes).

2. Vice Mayor

The City Council shall at the time of organizing, in public session, elect one of its members as Vice Mayor. Any Council Member may nominate himself or herself or any other member of the City Council for Vice Mayor, and no second of a nomination is required. Each Council Member shall vote by naming his or her choice by voice vote if there is more than one nominee for a position. A majority vote of the City Council shall be required for election. In the absence of the Mayor, the Vice Mayor shall preside at the City Council meeting.

3. Privileges of the Vice Mayor

The Vice Mayor acting as the Mayor may move, second and debate from the chair and shall not be deprived of the rights and privileges of being a member of the City Council by reason of her or his acting as the Vice Mayor.

D. PROCEDURES AND PARLIAMENTARY RULES

1. Agenda

The City Council's agenda order shall be coordinated by the Mayor. All items for discussion or action at the regular council meeting shall be included in a Tentative Agenda provided to City Council prior to an Agenda Session where the City Council shall determine the final arrangement of the Agenda. Any item the Mayor or a Council Member wishes to include on the Final Agenda that was not included on the Tentative Agenda may only be added to the Final Agenda during the Agenda Session. At the regular meeting of the City Council, the Council, by majority vote, may rearrange the order of the Agenda. An item may be added to the Agenda at the City Council meeting only by a Motion to Suspend the Rules.

2. Precedence of Motions

The City Council shall follow the precedence and classification of motions as given in the most recent edition of the Arkansas Municipal League's 'Procedural Rules for Arkansas Municipal Officials.' In the event a matter is not covered by the 'Procedural Rules for Arkansas Municipal Officials,' the most recent edition of *Robert's Rules of Order* shall apply. On questions of appeal, a majority of those present is required to overturn a ruling by the chair."

3. Motions to be Stated by the Chair/Withdrawal

When a motion is made and seconded, it shall be stated by the Mayor before debate. After being stated by the Mayor, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the City Council.

4. Reconsideration

After the decision of any question, any member of the prevailing side may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.

5. Readings

All ordinances shall be read aloud at three different meetings unless the City Council votes to suspend the rules.

The following guidelines for reading ordinances are recommended:

- ◆ After the ordinance's first reading, a Council Member may briefly point out potential concerns or benefits from the proposed ordinance, but should refrain from attempting to persuade each other or arrive at a final consensus.
- ◆ Unless there is clearly no opposition or concern about the ordinance, it should be read and open for public discussion during at least two City Council meetings.
- ◆ Complex ordinances that need further clarification or drafting work should be referred to the Ordinance Review Committee.

6. Items Tabled Indefinitely

Any item tabled indefinitely may be taken from the table by majority vote of the City Council during the calendar year in which it was tabled indefinitely. All items tabled indefinitely and remaining on the table at the end of the calendar year shall be deemed denied and rejected for appellate and all other purposes on December 31st and shall not be considered by the City Council in the future unless brought forward as a new item.

E. INTERNAL BOARDS, COMMITTEES, COMMISSIONS AND APPOINTMENTS

1. Membership of Internal Boards, Committees, Commissions and Appointments

a. Standing City Council Committees.

The five standing committees of the City Council are: Equipment, Nominating, Ordinance Review, Streets, and Water and Sewer. Each committee shall have four Council Members appointed by the Mayor in January after every regular election. All Council Members shall serve on at least two of these five committees. Each committee shall elect a chair and vice chair during the first committee meeting after the Council Members are appointed.

b. Other Committees (See also Section H. Citizens Committees)

Council Members may volunteer or request to serve on any of the various other committees which have City Council slots. The Mayor may appoint a Council Member to the other committees pursuant to their request.

c. Appeal Right to City Council

Any Council Member who is dissatisfied with his or her committee assignments can appeal to the whole City Council who can determine by majority vote which Council Member will be appointed to a specific committee.

d. Ad Hoc Committees.

Ad hoc committees may be appointed either by the Mayor or by a majority vote of the City Council to study special problems and projects of the City.

2. Notification and Attendance

All Council Members, representatives of the news media who have requested notification, and other persons who have shown a direct interest in matters to be considered at a committee meeting shall be notified of City Council committee meetings.

Committee meetings shall be held when possible at times that allow all members of the committee to attend. In order for a committee to make an official recommendation to the City Council, a majority of the committee members must agree on that recommendation. Council Members who are not members of a particular City Council committee may generally participate in the meeting of that committee except for voting on committee recommendations, but the chairperson may rule otherwise.

3. City Council Representation on Other Governmental Groups

When it is necessary to appoint a Council Member to an external board, commission or committee, selection of that Council Member shall be made by a majority vote of the City Council. That selection shall be made by nomination and vote in a public session. Any Council Member may nominate himself or herself or (any other member of the City Council), and no second is required. Each Council Member shall vote by naming his or her choice by voice vote if there is more than one nominee for a position. A majority vote of the City Council shall be required for election.

F. MAYOR RELATIONSHIP

1. Definition of Authority

In exercising its legislative responsibilities, the City Council may approve policy which represents broad statements of its intentions, approve plans and programs, and manage the financial aspects of the city through its budgetary powers. The Mayor is empowered to hire capable personnel within the approved wage and salary policy, to plan and establish schedules and to train, supervise and terminate employees.

2. Definition of Responsibilities

The Mayor has the principal responsibility for directing the operations of the city government, and for advising and assisting the City Council in its deliberations. In connection with this latter responsibility, the City Council expects and requests the Mayor shall furnish the City Council with whatever data, information and material it may need to properly carry out its functions in an informed manner. The City Council also expects the Mayor to abide by the City of Fayetteville Code of Ethics.

3. City Council/Mayor Cooperation

Efficient management of the city can exist only through mutual understanding and complete cooperation between the City Council and the Mayor. The Mayor's performance cannot be of the best unless the Mayor is given the latitude to exercise independent judgment in executing policies of the City Council. The City Council acknowledges that obligation and gives the Mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the City Council.

While open communication between the City Council and City personnel is encouraged, it shall be understood that administrative authority for the management of the City rests with the Mayor. Members of the City Council should refrain, as individuals, from giving specific direction or instruction to City personnel pertaining to the discharge of assigned duties.

G. CODE OF ETHICS

1. General

As the governing authority of the City of Fayetteville, Arkansas we, the Mayor and Council Members, adhere to the following ethics principles and pledge to conduct our affairs accordingly:

- Serve others, not ourselves.
- Use resources with efficiency and economy.
- Treat all people fairly.
- Use the power of our position for the well-being of our constituents.
- Create an environment of honesty, openness and integrity.

2. Business Transactions

Members of the City Council and the Mayor occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or indirectly, must be subject to the scrutiny of public opinion both as to the legality and to the propriety of such transactions.

3. Conflict of Interest

Members of the City Council and the Mayor shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. Nothing herein, however, shall serve to deny the members of the City Council and the Mayor of the legal rights and privileges available to all Fayetteville citizens.

4. Responsibility to All Citizens

Members of the City Council and the Mayor shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. The members of the City Council and the Mayor shall bear in mind at all times that their responsibility is to the entire electorate, citizens and residents of Fayetteville, shall refrain from actions benefiting special interest groups at the expense of the citizens, residents and the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, gender, sexual orientation, religion, gender identity or the economic or social position of individual citizens.

In an effort to allow the public full knowledge of financial and personal interests, the Members of the City Council and the Mayor are expected to disclose annually all real estate holdings in Fayetteville and the Fayetteville planning area, and any business or financial interest which could affect or be affected by decisions of the City Council. Such disclosure should be made in writing to the City Clerk in January of each year.

H. CITIZEN COMMITTEES

1. Authorization by the City Council

The City Council may authorize citizen advisory boards, committees and commissions to assist the City Council in discharging its responsibilities more effectively. Authorization will be made by majority vote of the City Council.

2. Selecting of Members

The Nominating Committee shall have the responsibility of coordinating the selection process of members for the citizen advisory groups prior to the final City Council decision. The objectives of the selection process shall be as follows: To provide a broad diversity of qualified individuals for service on the appointed bodies; and to provide an opportunity for participation in city affairs by interested citizens.

The selection process shall follow these procedures:

- a. Periodic news releases and articles, generally at least two weeks in advance of appointments, requesting interested individuals to notify the City Clerk's office of their interest in being considered for appointment. Application forms should be completed by each person who expresses an interest in a position.
- b. Council Members, city staff members and interested individuals and organizations who know of qualified persons should encourage them to apply for appointment.
- c. Cable television should be used to notify citizens of vacancies in citizen committees.
- d. The City website, fayetteville-ar.gov, should list vacancies in citizen committees.
- e. Any person who has served two consecutive full terms on any City commission or board shall not be eligible for reappointment to the same commission or board until one full term of office has expired, unless there is an insufficient number of qualified applicants to fill all vacancies. Service of a partial term shall not count against the two terms that are allowed.

Prior to any appointment, the City Clerk's office will circulate to the full City Council copies of applications of the individuals on file for the appointive body. Council Members may recommend applicants or offer comments to the Nominating Committee prior to their scheduled meeting.

The Nominating Committee will narrow the list of prospective appointees to no more than two individuals for each position. This decision will be made in an open meeting. The recommendations will be submitted to the full City Council for final decision. The committee's first choice may be indicated. All positions shall be decided by majority vote of the City Council. In instances where there is more than one nominee for a position, either by Nominating Committee recommendation or by other nominations, each Council Member shall vote by naming his or her choice for that position. The City Council will act officially on all appointments in public session.

I. Vacancy in the Office of a Council Member

A vacancy in the office of a Council Member shall be filled pursuant to the requirements of Ark. Code Ann. § 14-43-411.

J. Orientation of New Council Members

1. **Orientation Meeting Scheduled.** The City Council, Mayor, City Attorney, City Clerk/Treasurer and appropriate City Staff shall meet with and conduct one or more orientation sessions with newly elected Council Member's in December after each General Election or within one month after a Special Election in which a new Council Member is elected. Each newly elected Council Member shall attend the orientation session(s).
2. **Content of Orientation.** The City Council, Mayor and other members of the orientation group shall explain:
 - a. Rights and duties of Council Members;
 - b. Organizational structure of city government;
 - c. Role of the City Council Committees;
 - d. How to initiate Resolutions and Ordinances;
 - e. The purpose and procedure for the City Council Agenda session;
 - f. Reasons to approve or disapprove land use and development issues;
 - g. Council tours to view and discuss land proposed for rezoning or development;
 - h. City Council Rules of Order and Procedure;
 - i. Freedom of Information Act requirements.
3. **Ongoing Orientation.**
 - a. Within the first week of a Council Member's term, the administration should provide an administrative and human resources orientation to include issuing parking permits, fobs, and other necessary equipment for the Council Member, as well as assistance for the completion of all necessary state and federal documents.
 - b. Within the first quarter of a Council Member's term, the administration should arrange for a budget overview and tours of all major city facilities and functional areas.



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1114

A RESOLUTION TO LIMIT THE TIME ALLOWED FOR CITY COUNCIL MEMBERS' QUESTIONS AND COMMENTS CONCERNING AGENDA ITEMS

A RESOLUTION TO LIMIT THE TIME ALLOWED FOR CITY COUNCIL MEMBERS' QUESTIONS AND COMMENTS CONCERNING AGENDA ITEMS

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 amends Rule A.7.d. of the **Rules of Order and Procedure of the Fayetteville City Council** by enacting a new subsection d.(3) as follows:

“(3) City Council Members Discussion and Question Procedures.

During initial staff and applicant presentations, each member may have one turn to ask either applicant or staff questions. After public comments, members are allowed two turns to ask questions or make final comments. Comments are limited to three (3) minutes each.”

AGENDA REQUEST FORM

FOR: Council Meeting of January 7, 2025

FROM: Council Member Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO LIMIT THE TIME ALLOWED FOR CITY COUNCIL MEMBERS' QUESTIONS AND COMMENTS CONCERNING AGENDA ITEMS

APPROVED FOR AGENDA:

Approved by email 12-26-24
Teresa Turk
City Council Member

12-26-24
Date

Kit Williams
Kit Williams
Approved as to form

12-23-24
Date

Williams, Kit

From: Turk, Teresa
Sent: Friday, December 27, 2024 10:43 AM
To: Williams, Kit
Subject: Re: Proposed revision to rules and procedures for 2025

Thanks Kit and will walk it on for Monday since we typically do Rules and Procedure the first meeting of the new year.

Teresa

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Friday, December 27, 2024 8:36 AM
To: Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Subject: RE: Proposed revision to rules and procedures for 2025

Teresa,

We have missed the January 7th agenda cut-off date. You can either walk this on at the Agenda Session on Monday or we can place it on the January 21st Agenda. The January 7th agenda is very long as you have probably seen, but it is your decision where to place your items.

Kit

From: Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Sent: Thursday, December 26, 2024 6:01 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Re: Proposed revision to rules and procedures for 2025

Hi Kit,
Thank you and I approve of the revision.

Teresa

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Thursday, December 26, 2024 4:40 PM
To: Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Subject: FW: Proposed revision to rules and procedures for 2025

Teresa,

I have clarified you point about quorums. I need your express final approval before we can put it in Civic Clerk and send this out to the Council.

Kit

From: Williams, Kit
Sent: Thursday, December 26, 2024 1:57 PM
To: Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Subject: RE: Proposed revision to rules and procedures for 2025

Teresa,



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: Mayor
City Council
Kara Paxton, City Clerk Treasurer

CC: Keith Macedo, IT Director

FROM: Kit Williams, City Attorney

DATE: December 23, 2024

RE: Limitation of City Council Comments and Questions on Agenda Items

Council Member Teresa Turk has suggested City Council Members' question and comment periods be limited to three periods of three minutes each per agenda item which would be the same as required by the City of Rogers City Council rules. Attached is the Rogers City Council provision.

Attached is Council Member Turk's proposed Resolution and a copy of the current rule.

presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

- (2) **Public Comments.** Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

- e. **Courtesy and Respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

8. **Smoking Prohibited.**

There will be no smoking allowed in the City Council Chambers during City Council meetings.

9. **Cell Phones and Pagers.**

Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions.

10. **Virtual City Council Meetings Authorized**

After proper notice has been provided to the public, City Council Members are authorized to assemble, gather, meet, and conduct open public meetings (including speaking, voting and passing ordinances and resolutions) through appropriate electronic means which ensure the public's right to attend by being able to listen to the proceedings and discussions. These open public meetings include City Council meetings and agenda sessions as well as City Council Member Committee meetings.

City Council Members Attendance In-Person and Virtually

City Council members attendance at the City Council meeting is recorded and attendance rates are included on the City of Fayetteville website. At the onset of Covid-19, member participation and voting virtually, such as Zoom was permitted. Virtual attendance and voting will be limited to two meetings per calendar year. Members are allowed to participate by virtual means for more than two meetings, but any vote after two virtual meetings will not be counted.

City Council Members Discussion Procedures

During initial staff and applicant presentations, each member may have one turn to ask either applicant or staff questions. After public comments, members are allowed two turns to ask question or make final comments. Comments are limited to 3 minutes each.



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1115

LIMIT COUNCIL MEMBERS' USE OF ZOOM TO ATTEND AND VOTE AT CITY COUNCIL MEETINGS

A RESOLUTION TO LIMIT COUNCIL MEMBERS' USE OF ZOOM TO ATTEND AND VOTE AT CITY COUNCIL MEETINGS

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 amends Rule A.10 of the **Rules of Order and Procedure of the Fayetteville City Council** by placing all of the current language in subsection (a) and enacting a new subsection (b) as follows:

“(b) Virtual attendance for quorum purposes and voting will be limited to two (2) meetings per calendar year. Council Members are allowed to participate by virtual means for more than two meetings, but their virtual presence will not count for quorum purposes and any vote after two virtual meetings will not be counted. This limitation is suspended during any period in which the Governor has declared state of emergency justifying the need for virtual council meetings.”

AGENDA REQUEST FORM

FOR: Council Meeting of January 7, 2025

FROM: Council Member Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO LIMIT COUNCIL MEMBERS' USE OF ZOOM TO ATTEND AND VOTE AT CITY COUNCIL MEETINGS

APPROVED FOR AGENDA:

Approved by Email
Teresa Turk
City Council Member

12-27-24
Date

[Signature]
Kit Williams
Approved as to form

12-23-24
Date

Williams, Kit

From: Turk, Teresa
Sent: Friday, December 27, 2024 10:43 AM
To: Williams, Kit
Subject: Re: Proposed revision to rules and procedures for 2025

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Subject: RE: Proposed revision to rules and procedures for 2025

Teresa,



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CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk Treasurer

CC: **Keith Macedo, IT Director**

FROM: **Kit Williams, City Attorney**

DATE: **December 23, 2024**

RE: **Limitation of Council Members' Use of Virtual Attendance for City Council Meetings**

Council Member Teresa Turk has suggested that the Fayetteville City Council limit normal use of virtual attendance of City Council Meetings to two City Council Meetings per calendar year. Attached is a provision from the Rogers City Council rules which limit City Council Member's attendance with the right to vote in City Council Meetings to two City Council Meetings per year.

Her proposal is similar and is attached as a proposed Resolution to amend the **Rules of Order and Procedure of the Fayetteville City Council**. Also attached is the relevant current rule.

City Council Members Attendance In-Person and Virtually

City Council members attendance at the City Council meeting is recorded and attendance rates are included on the City of Fayetteville website. At the onset of Covid-19, member participation and voting virtually, such as Zoom was permitted. Virtual attendance and voting will be limited to two meetings per calendar year. Members are allowed to participate by virtual means for more than two meetings, but any vote after two virtual meetings will not be counted.

City Council Members Discussion Procedures

During initial staff and applicant presentations, each member may have one turn to ask either applicant or staff questions. After public comments, members are allowed two turns to ask question or make final comments. Comments are limited to 3 minutes each.

presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

(2) **Public Comments.** Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

e. **Courtesy and Respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

8. **Smoking Prohibited.**

There will be no smoking allowed in the City Council Chambers during City Council meetings.

9. **Cell Phones and Pagers.**

Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions.

10. **Virtual City Council Meetings Authorized**

After proper notice has been provided to the public, City Council Members are authorized to assemble, gather, meet, and conduct open public meetings (including speaking, voting and passing ordinances and resolutions) through appropriate electronic means which ensure the public's right to attend by being able to listen to the proceedings and discussions. These open public meetings include City Council meetings and agenda sessions as well as City Council Member Committee meetings.



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1116

MOVE THE STARTING TIME FOR CITY COUNCIL MEETINGS FROM 5:30 PM TO 5:00 PM

A RESOLUTION TO MOVE THE STARTING TIME FOR CITY COUNCIL MEETINGS FROM 5:30 PM TO 5:00 PM

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 amends Rule A.1 Regular Meetings of the *Rules of Order and Procedure of the Fayetteville City Council* by replacing “5:30 p.m.” with “5:00 p.m.”

RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL

A. CITY COUNCIL MEETINGS

1. Regular Meetings

The City Council shall meet in regular session on the first and third Tuesday of each month at 5:30 P.M. When a holiday or general election occurs on any such Tuesday, the regular meeting shall be held on the following Thursday at the same hour unless otherwise provided for by motion. The regular meeting time may be rescheduled by the City Council in special circumstances, but when so done the change must be made far enough in advance to allow normal public notification.

2. Location

The place of City Council meetings shall be in the City Council Chambers in the City Hall unless another place has been previously set by the City Council.

3. Special Meetings

Special meetings may be called by three or more members of the City Council or by the Mayor. Notification of a special meeting, including specific items to be considered, shall be at least two hours prior to the meeting. Such notification shall be by personal service to each member or by telephone, specifying time and place of meeting.

4. Executive Session

An executive session may be requested by any member of the City Council or the Mayor. A majority vote by the City Council is required to convene in executive session. Executive sessions will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee.

5. Quorum

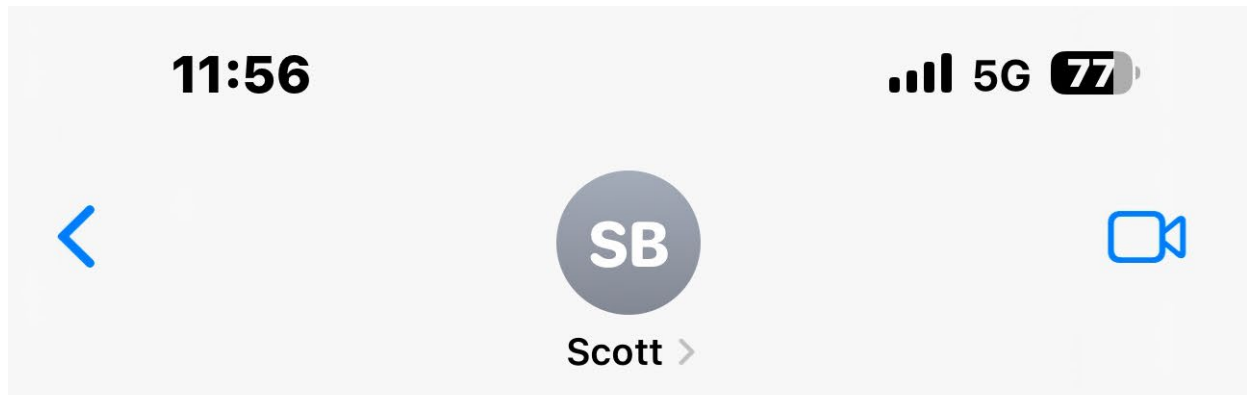
A majority of the City Council shall be necessary to constitute a quorum to do business at a City Council meeting. The concurring vote of a majority of those attending a meeting shall be sufficient to pass procedural motions except a Motion to Suspend the Rules which requires six affirmative votes. Ordinances and Resolutions require five affirmative votes to pass.

6. Public Notification

The City will go further than legally required in order to inform citizens of the items to be considered by the City Council. The means used may include press releases or advertisements in

From: Stacy Taliaferro
To: Barnes, Stacy
Subject: Screenshot 2024-12-27 at 11:56:13 AM
Date: Friday, December 27, 2024 11:56:56 AM

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



iMessage
Today 11:54 AM

RESOLUTION NO. _____

A RESOLUTION TO MOVE THE STARTING TIME FOR CITY COUNCIL MEETINGS
FROM 5:30 PM TO 5:00 PM

**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 amends Rule A.1
Regular Meetings of the *Rules of Order and Procedure of the Fayetteville City Council* by
replacing "5:30 p.m." with "5:00 p.m."

PASSED and **APPROVED** this 7th day of January, 2025.

APPROVED:

ATTEST:

By: _____
MOLLY A. RAWN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



Approved

Sent from my iPhone

AGENDA REQUEST FORM

FOR: Council Meeting of January 7, 2025

FROM: Council Member Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO MOVE THE STARTING TIME FOR CITY COUNCIL MEETINGS
FROM 5:30 PM TO 5:00 PM

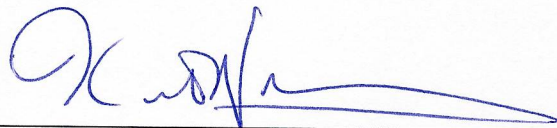
APPROVED FOR AGENDA:

Approved by email

Scott Berna
City Council Member

12-27-24

Date



Kit Williams
Approved as to form

12-27-24

Date