

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, January 28, 2025

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 Min. Monique Jones Ward 4

Mayor Molly A. Rawn

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

MEETING INFORMATION:**1. WEBINAR ID: 819 7607 2326**

[PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_8YI4JNNBSXM4G6XL_DX0EQ](https://us06web.zoom.us/join/81976072326)

AGENDAITEMCOMMENT@FAYETTEVILLE-AR.GOV

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS****CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS****1. MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER****A. CONSENT****A.1. APPROVAL OF THE JANUARY 21, 2025 CITY COUNCIL MEETING MINUTES****A.2. OZARK NATURAL SCIENCE CENTER (LEASE AGREEMENT):**

A RESOLUTION TO APPROVE ONE-YEAR LEASE AND OPERATIONS AGREEMENTS WITH THE OZARK NATURAL SCIENCE CENTER TO OPERATE IN THE LAKE FAYETTEVILLE ENVIRONMENTAL STUDY CENTER WITH AUTOMATIC RENEWALS FOR FOUR ADDITIONAL YEARS (2025-65)

A.3. GRANT WRITING & DRAINAGE DESIGN SERVICES (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH OLSSON, INC., PURSUANT TO RFQ 25-01, IN THE AMOUNT OF \$70,900.00 TO PERFORM A DRAINAGE ANALYSIS OF THE HAMESTRING CREEK WATERSHED, AND TO AUTHORIZE THE DEVELOPMENT AND SUBMISSION OF APPLICATIONS FOR STATE AND FEDERAL GRANTS TO ADDRESS FLOODING (2025-68)

A.4. FORVIS MAZARS, LLP. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE THE THIRD ONE YEAR CONTRACT WITH FORVIS, LLP FOR AUDITING SERVICES FOR THE 2024 AUDIT IN AN AMOUNT NOT TO EXCEED \$165,000.00, WITH AN OPTION TO RENEW FOR UP TO TWO ADDITIONAL ONE YEAR TERMS (2025-103)

A.5. 2025 ADOPTED BUDGET (RE-APPROPRIATION REQUEST):

A RESOLUTION TO AMEND THE 2025 ADOPTED BUDGET BY RE-APPROPRIATING \$218,930,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS (2025-89)

A.6. QUALITY COLLISION & BRUCKNER'S TRUCK AND EQUIPMENT (SERVICE CONTRACTS):

A RESOLUTION TO AWARD RFP 24-13 AND AUTHORIZE ONE YEAR CONTRACTS WITH ROY LOVELL DBA QUALITY COLLISION OF FAYETTEVILLE AND BRUCKNER'S TRUCK AND EQUIPMENT OF LOWELL FOR COLLISION REPAIR SERVICES, WITH AUTOMATIC RENEWALS FOR FOUR ADDITIONAL ONE YEAR TERMS (2025-61)

A.7. NIXON POWER, INC. (SERVICE CONTRACT):

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH NIXON POWER INC. IN THE ANNUAL AMOUNT OF \$47,952.00, PLUS THE COST OF NON-SCHEDULED SERVICE CALLS WITHIN THE APPROVED BUDGET, THROUGH NOVEMBER 22, 2026 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2025-63)

A.8. NATIONAL AUTO FLEET GROUP (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A MACK ROLL OFF TRUCK FROM NATIONAL AUTO FLEET GROUP IN THE AMOUNT OF \$251,400.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2025-90)

A.9. LPS MATERIAL HANDLING (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A HYUNDAI FORKLIFT FROM LPS MATERIAL HANDLING IN THE AMOUNT OF \$50,052.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2025-95)

A.10. PREMIER TRAILER SALES, LLC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF A TANDEM AXLE TRAILER FROM PREMIER TRAILER SALES, LLC IN THE AMOUNT OF \$15,840.00, PLUS ANY APPLICABLE FREIGHT CHARGES AND TAXES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, AND TO APPROVE A BUDGET ADJUSTMENT (2025-96)

B. PUBLIC HEARING**B.1. SIDECAR COCKTAIL LOUNGE (PRIVATE CLUB APPLICATION):**

AN ORDINANCE TO APPROVE THE APPLICATION OF COREY MCCAIN, ON BEHALF OF EPIZUDIX INC., FOR A PERMIT TO OPERATE SIDECAR COCKTAIL LOUNGE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 1150 NORTH COLLEGE AVENUE, SUITE #100 (2025-67)

C. UNFINISHED BUSINESS**D. NEW BUSINESS****D.1. ADMINISTRATIVE-2024-0048: (SOUTH OF 2861 N. RAVEN LN./RAVEN LANE EXTENSION, 285):**

A RESOLUTION TO AMEND THE MASTER STREET PLAN BY REMOVING A 0.20-MILE SECTION OF A PLANNED RESIDENTIAL LINK STREET, EXTENDING FROM RAVEN LANE TO JUST SOUTH OF CLABBER CREEK (2025-86)

D.2. REZONING-2024-0059: (2015 E HUNTSVILLE RD./ SEXTON, LLC, 565):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-59 FOR APPROXIMATELY 0.54 ACRES LOCATED AT 2015 EAST HUNTSVILLE ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO CS, COMMUNITY SERVICES (2025-85)

D.3. REZONING-2024-0060: (818 S. WOOD AVE./BELASCO, 563):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-60 FOR APPROXIMATELY 0.37 ACRES LOCATED AT 818 SOUTH WOOD AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2025-88)

D.4. REZONING-2024-0061: (114 W. 5TH ST./ MORRIS, 565):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-61 FOR APPROXIMATELY 0.20 ACRES LOCATED AT 114 WEST 5TH STREET IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2025-91)

D.5. REZONING-2024-0062: (2691 E. HUNTSVILLE RD./ NWA PROPERTY HOLDINGS, LLC, 566):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-62 FOR APPROXIMATELY 0.90 ACRES LOCATED AT

2691 EAST HUNTSVILLE ROAD IN WARD 1 FROM R-A, RESIDENTIAL-AGRICULTURAL TO NS-G, NEIGHBORHOOD SERVICES-GENERAL (2025-92)

D.6. REZONING-2024-0063: (245 S. HAPPY HOLLOW RD./CRIST, 526):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-63 FOR APPROXIMATELY 2.47 ACRES LOCATED AT 245 SOUTH HAPPY HOLLOW ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE (2025-87)

D.7. APPEAL: LARGE SCALE DEVELOPMENT-2024-0029:(SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./VERVE, 522):

A RESOLUTION TO GRANT THE APPEAL OF SUBTEXT ACQUISITIONS, LLC AND APPROVE LARGE SCALE DEVELOPMENT LSD-2024-0029 LOCATED AT 191 SOUTH HILL AVENUE IN WARD 2 (2025-93)

D.8. ORDINANCE § 155.03 & 155.06 (CHAPTER 155 - APPEALS AMENDMENTS):

AN ORDINANCE TO AMEND § 155.06 APPEALS FROM STAFF INTERPRETATIONS AND ACTIONS (A) APPEALS TO CITY COUNCIL TO ADD (3) STORMWATER MANAGEMENT UTILITY FEE DECISION AND TO AMEND § 155.03 STAY OF THE UNIFIED DEVELOPMENT CODE (2025-62)

PROPOSED AGENDA ADDITIONS

1. AN ORDINANCE TO REPEAL ORDINANCE 6800

AN ORDINANCE TO REPEAL ORDINANCE 6800 AS AMENDED (2025-136)

E. CITY COUNCIL AGENDA SESSION PRESENTATIONS

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

F. CITY COUNCIL TOUR

G. ANNOUNCEMENTS

H. ADJOURNMENT



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
SUBJECT: **Approval of a lease and agreement with Ozark Natural Science Center**

RECOMMENDATION:

BACKGROUND:

The City of Fayetteville Board of Directors approved a resolution in 1973 agreeing to reserve the eastern portion of Lake Fayetteville in its natural state and allow the Fayetteville and Springdale School Districts to jointly construct a nature study area on the property. The school districts used the property and the study center until 2022/2023 at which time both school districts no longer had a need for the building or grounds.

In February of 2024, the City Council passed Resolution 66-24 approving a one-year lease and agreement with the Ozark Natural Science Center (ONSC) to operate out of the study center. ONSC is a nonprofit, 501(c)(3) located in Madison County. The organization was formed in 1990 to offer residential field science education center and began programming in 1992. They offer immersion-based learning meeting public school curriculum requirements, host summer camps and other programs, hikes, and open houses.

The agreement requires ONSC to maintain the building and trails in the lease area and offer to public for free, nine guided hikes and host open houses. These benefits to the public are similar to those required by AppleSeeds and the Botanical Garden of the Ozarks who have no-cost leases with the City.

DISCUSSION:

ONSC has been successfully operating out of the study center at Lake Fayetteville for the past year. They have fulfilled their lease requirements of offering free hikes and open houses and workshops. Additionally, they partnered with the City to host two clean ups at the lake and have made improvements to the building including: interior painting, exterior power washing, replacing boards and railing on dock, improved/expanded rain garden and native plant garden, and invasive plant removal on grounds and on trails.

The new lease and agreement includes a one (1) year autorenewal four (4) additional years, otherwise includes the same requirements as the original agreements.

BUDGET/STAFF IMPACT:

None.

ATTACHMENTS: SRF (#3) , 2025 Agreement (#4), 2025 Lease Agreement (#5), 66-24 Resolution (#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 #: 2025-65

Approval of a lease and agreement with Ozark Natural Science Center

A RESOLUTION TO APPROVE ONE-YEAR LEASE AND OPERATIONS AGREEMENTS WITH THE OZARK NATURAL SCIENCE CENTER TO OPERATE IN THE LAKE FAYETTEVILLE ENVIRONMENTAL STUDY CENTER WITH AUTOMATIC RENEWALS FOR FOUR ADDITIONAL YEARS

WHEREAS, in 1973, the City agreed to preserve the eastern portion of Lake Fayetteville in its natural state and allow the Fayetteville and Springdale School Districts to jointly construct a nature study area on the property; and

WHEREAS, both school districts used the property and the study center until 2022/2023 at which time neither district had further need for the building and grounds; and

WHEREAS, in July 2023, the Ozark Natural Science Center (ONSC) contacted Parks, Natural Resources and Cultural Affairs to inquire about the use of the study center; and

WHEREAS, ONSC is a nonprofit, 501(c)(3) located in Madison County and was formed in 1990 to offer residential field science education and began programming in 1992 working with public schools to offer immersion-based learning, host summer camps and other programs, hikes and open houses; and

WHEREAS, the lease follows the same lease area the school districts used including the building and is a no cost lease that requires ONSC to maintain the building and trails within the leased premises, offer nine free guided hikes, and host open houses for the public; and

WHEREAS, ONSC has been successfully operating out of the study center at Lake Fayetteville for the past year and has fulfilled its lease requirements, has partnered with the City to host two clean ups at the lake, and has made improvements to the building including interior painting, exterior power washing, replacing boards and railing on dock, improving and expanding the rain garden and native plant garden, and invasive plant removal on grounds and on trails; and

WHEREAS, Parks, Natural Resources and Cultural Affairs staff recommend entering into longer-term lease and operations agreements for ONSC to continue using the facility and grounds.

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 one-year lease agreement with Ozark Natural Science Center for the Lake Fayetteville Environmental Study Center, a copy of which is attached to this Resolution, with automatic renewals for four additional years.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a one-year operations agreement setting forth the rights and responsibilities of the City and the Ozark Natural Science Center with respect to operations and activities at the Lake Fayetteville Environmental Study Center, a copy of which is attached to this Resolution, with automatic renewals for four additional years.

City of Fayetteville Staff Review Form

2025-65

Item ID

2/4/2025

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

Alison Jumper

1/9/2025

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of lease and agreement renewal with the Ozark Natural Science Center to operate in the Lake Fayetteville Environmental Study Center.

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 # 66-24

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AGREEMENT

This Agreement, dated _____, 2025, is made by and between The City of Fayetteville, Arkansas (the “City”), an Arkansas municipal corporation, and Ozark Natural Science Center (“ONSC”), an Arkansas nonprofit corporation, in conjunction with and complementary to the Lease Agreement entered into by and between same. The City and ONSC may be collectively referred to as the “Parties.” The Parties agree to bind themselves to this Agreement under the following terms:

I. Goals and Purpose

The City owns and operates the Lake Fayetteville Environmental Study Center (the “Center”), the premises of which is more accurately described in the lease agreement executed between the Parties. ONSC’s mission is to enhance the understanding, stewardship, and appreciation of the region’s natural environment. The Parties desire that ONSC conduct educational programming at the Center in collaboration with the City.

II. Rights and Responsibilities of the Parties

A. Rights and Responsibilities of the City:

1. The City shall lease the Center and premises described in the Parties’ Lease Agreement to ONSC for the term and subject to the conditions identified herein.
2. The City shall not charge ONSC a fee for use of the leased premises, except that ONSC shall pay all utilities for the premises as described below.
3. The City shall have the right to inspect the leased premises at all reasonable times.
4. The City shall have the right to conduct City-sponsored programs and special events on Lake Fayetteville property, which may include the leased premises; provided, however, that the City and ONSC agree to communicate and work together to schedule programs and events in order to avoid conflicts in the use of the leased premises.
5. The City shall be responsible for mowing and weed-eating the leased premises.

B. Rights and Responsibilities of ONSC:

1. ONSC shall have the right to use the leased premises to conduct educational programming. This programming may include, but is not limited to, day camps, workshops, classes, fundraisers, and similar events and activities.

2. ONSC shall have the right to display signs and educational materials in and around the Center, provided that ONSC complies with all City ordinances and regulations pertaining to same.
3. ONSC shall host guided hikes at Lake Fayetteville at least once per month for nine (9) months out of the year that are free to the public. ONSC shall publicly post the times of these hikes on its website and social media pages. ONSC shall also host open houses and other events free to the public during the Agreement term.
4. ONSC shall maintain the building and grounds at the environmental study center including the parking lot and associated trails in accordance with park standards. This shall include the obligation to keep the trails free of debris.
5. ONSC shall provide basic maintenance as needed to repair the Center or premises, provided that ONSC shall not be responsible for any individual repair which exceeds \$2,000.00 in supplies and labor unless the necessity for such repair is caused by the negligence or fault of ONSC. The City will pay the repair costs for all necessary repairs to the Center or premises in excess of \$2,000.00, provided that the necessity of such repair is not caused by the negligence or fault of ONSC.
6. ONSC shall pay the monthly utilities for the Center, including electricity, water, internet, and waste removal, for each month during the term of this Agreement. All payments shall be made timely, and ONSC agrees to indemnify the City for any untimely utility payments during the term of this Agreement.
7. ONSC shall install a gate or a chain at the principal entry to the Center to ensure that it remains locked when not in use for educational programming.
8. ONSC shall maintain a policy of liability insurance to cover operation of its programming at the Center during the term of this Agreement.

III. Term and Termination of the Agreement

- A. This Agreement shall take effect upon the signing by both Parties and shall remain in effect for a period of one (1) year from that date (the "Effective Date") unless earlier terminated (the "Initial Term."). After the initial one-year period, the agreement shall automatically renew for four (4) additional one (1) year terms.
- B. *Termination Without Cause.* During the Initial Term or any Renewal Term, this Agreement may not be terminated without written consent of both Parties or six (6) months written notice by either party.

C. *Termination for Cause.* This Agreement may be terminated for cause only after the Parties have participated in mediation, as described in Part IV.

IV. Failure to Comply with this Agreement

If either party breaches or otherwise fails to comply with the terms of this Agreement, the other party shall notify the breaching party in writing of the asserted noncompliance and allow that party ninety (90) days to cure the alleged noncompliance. If the breaching party fails to cure the noncompliance within 90 days, then the Parties shall communicate in good faith for a period of thirty (30) days in an attempt to resolve the issue. If the issue remains unresolved after this period of communication, the Parties shall agree to participate in non-binding mediation. The mediator shall be selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, then each Party shall select a mediator, and the two selected mediators will select a third. The mediation shall then be collectively conducted by the three (3) mediators. The costs of any such mediation shall be shared equally by the Parties. In the event that mediation is unsuccessful, the Parties may seek legal remedies in the Washington County Circuit Court.

V. Principal Contacts

Any notices required to be sent under this Agreement shall be delivered to the following:

City of Fayetteville, Arkansas
Attn: Molly Rawn
113 W. Mountain St.
Fayetteville, AR 72701

ONSC
Attn: Rose Brown
1905 Madison 1305
Huntsville, AR 72740

The above principal contacts may be changed by their respective Parties, with such change being effective upon delivery of the notice of change to the other party.

VI. Use of Intellectual Property

The Parties agree that any intellectual property jointly developed through activities covered under this Agreement can be used by either party for educational purposes without obtaining consent from the other. If the intellectual property is to be used for purposes other than educational, the party intending to use the intellectual property must obtain consent from the other. All other intellectual property used in the implementation of this Agreement will remain the property of the providing party.

VII. Transfer of Funds

The Parties acknowledge and agree that this Agreement does not presently create any financial or funding obligation on either party except those specifically set forth in Part II. The Parties further agree that any obligations not covered by Part II of this Agreement shall only arise upon joint execution of a subsequent agreement or workplan which shall specifically delineate the terms and nature of such work and shall include a budget for accomplishing same. Such subsequent agreements, budgets, and workplans will be subject to the availability of funding for the purposes outlined herein.

VIII. No Joint Venture, Partnership, or Agency

Nothing in this Agreement shall be construed as to create or imply the existence of a partnership, joint venture, or agency relationship between the Parties.

IX. Indemnity

ONSC agrees to indemnify and hold harmless the City and its agents, officials, employees, and officers from any and all liability, including attorney's fees, claims, and expenses, arising from ONSC's negligent acts. However, nothing in this Agreement shall be construed to alter, limit, or compromise any charitable immunity possessed by ONSC.

X. Miscellaneous

- A. *Non-Assignability.* Neither Party may assign or transfer any rights or obligations under this Agreement without prior written consent of the other.
- B. *Entire Agreement.* This Agreement, combined with the Lease Agreement to be executed contemporaneously, constitutes the Parties' entire Agreement with respect to the subject matter and supersedes all prior agreements.
- C. *Amendments.* This Agreement may only be amended by mutual written consent of the Parties.
- D. *Authority.* The individuals signing this Agreement represent that, upon their signature, this Agreement shall have been duly executed by the Party each represents.
- E. *Applicable Law.* This Agreement shall be governed by and construed according to the laws of the State of Arkansas.
- F. *Venue.* The only proper venue for disagreements arising under this Agreement is the Washington County Circuit Court.
- G. *Severability.* Should a court of competent jurisdiction determine that any paragraph or provision of this Agreement is invalid or unenforceable, all remaining paragraphs and provisions shall remain in full force and effect.

H. *Delivery by PDF or other Means.* This Agreement and any amendments hereto, to the extent signed and delivered by means of portable document format (“PDF”) or an electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2025.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**OZARK NATURAL SCIENCE
CENTER**

By: _____
MOLLY RAWN, Mayor

By: Rose Brown
ROSE BROWN, Executive Director

ATTEST:

By: _____
KARA PAXTON, City Clerk-Treasurer

By: Lucas Regnier
LUCAS REGNIER, BOARD OF DIRECTORS PRESIDENT

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

On this __ day of _____, 2025, before me, a Notary Public, personally appeared Molly Rawn and Kara Paxton, known to me to be the Mayor and Clerk Treasurer of the City of Fayetteville, Arkansas, having been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and acknowledged that they have executed the foregoing instrument for the purposes contained therein.

In witness whereof I hereunto set my hand and official seal

Notary Public

My Commission Expires: _____

LEASE AGREEMENT

This Agreement, made and entered by and between the City of Fayetteville, Arkansas, a municipal corporation, hereafter called "the City," and the Ozark Natural Science Center, an Arkansas nonprofit corporation, hereafter called "ONSC," **Witnesseth:**

1. For and in consideration of the covenants and agreements herein entered into and agreed upon by ONSC as obligations to the City, the City non-exclusively lets, leases and demises unto ONSC, subject to the terms and conditions set forth under a separate Agreement, (provided that nothing contained herein shall in any way affect the rights and obligations established by said separate Agreement), the following described property situated in Washington, County, Arkansas:

LAKE FAYETTEVILLE

A part of the East Half of Section 13 and part of the East Half of Section 24, Township 17 North, Range 30 West, and part of the West Half of Section 18 and part of the West Half of Section 19, Township 17 North, Range 29 West, being more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 13; thence with the North line of said SE-NE-13-17-30 South 87° 06' 01" East 1303.739 feet; thence South 02° 29' 13" West 17.192 feet thence South 87° 51' 20" East 818.386 feet; thence with the West right-of-way line of Highway 265 (Crossover Road) the following calls: South 06° 01' 18" West 2.822 feet; thence South 11° 44' 19" West 100.498 feet; thence South 06° 01' 42" West 47.6 feet; thence South 02° 51' 10" West 95.156 feet; thence South 03° 19' 21" East 89.915 feet thence South 08° 19' 18" East 59.959 feet; thence South 11° 49' 21" East 44.973 feet; thence South 14° 19' 18" East 29.984 feet; thence South 17° 19' 22" East 59.959 feet; thence South 19° 19' 20" East 832.701 feet; thence South 16° 46' 49" East 98.118 feet; thence South 09° 44' 20" East 173.596 feet; thence South 01° 14' 19" East 154.34 feet; thence South 02° 45' 41" West 926.592 feet; thence South 02° 44' 44" West 1322.566 feet; thence South 02° 35' 18" West 250.278 feet; thence leaving said West right-of-way line North 87° 36' 40" West 3750.975 feet; thence North 00° 10' 36" West 831.004 feet; thence North 72° 00' 17" East 1351.875 feet to a point on the West line of the SE-13-17-30; thence with said West line North 02° 09' 09" East 2935.509 feet, to the Point of Beginning and containing 266.760 acres, more or less.

LESS AND EXCEPT all that portion of said parcel lying within the waters of Lake Fayetteville, said waters being more particularly described as that portion of said parcel lying below an elevation on 1238 feet above mean sea level, said elevation being the top of the Lake Fayetteville spillway.

The Lake Fayetteville leased premises are further identified in the map attached as Exhibit A.

2. The term of this Joint Lease shall begin on February 1, 2025 and shall automatically renew for four (4) additional one (1) year terms. A renewal term may be cancelled by either party by giving written notice of non-renewal term at least six (6) months prior to

the end of the then current term.

3. As consideration for the lease, ONSC agrees to maintain the building and grounds at the environmental study center, parking lot, and associated trails and docks within the leased premises according to park standards. ONSC further agrees to provide maintenance to the environmental study center building, provided that ONSC shall not be responsible for any individual repair which exceeds \$ 2,000.00 in supplies and labor unless the necessity for such repair is caused by the negligence or fault of ONSC. The City will pay the repair costs for all necessary repairs to the Center or premises in excess of \$2,000.00, provided that the necessity of such repair is not caused by the negligence or fault of ONSC. ONSC shall also pay all utilities for the premises during the duration of the lease, including electricity, water, internet, and waste removal.
4. ONSC further acknowledges that the leased premises are part of Lake Fayetteville Park and that the Parks, Natural Resources and Cultural Affairs Department will continue to manage the park property and conduct City-sponsored programs and special events at Lake Fayetteville, which may include the leased premises. The City and ONSC agree to communicate and work together to schedule programs and events to avoid conflicts in use of the leased premises.
5. The City shall have the right to inspect the leased premises at all reasonable times.
6. Facility expansions and all site alterations must have prior written approval by the City and meet all City standards/procedures as well as all applicable federal, state and local laws for such expansions or alterations. Any permanent structure shall become a permanent fixture to the land and become the property of the City at the end of the lease term, unless otherwise agreed to in writing prior to construction of the structure. ONSC shall maintain insurance coverage in an amount not less than \$ 100, 000.00 to cover all structures currently located on the leased premises or constructed by ONSC on the leased premises during the term of this Agreement.
7. ONSC agrees to indemnify and hold the City and its officers, officials, employees, and agents harmless from any and all liability, including attorney's fees, for claims, expenses, loss or damage to persons or property resulting from their negligent acts, provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the District under the Constitution and Statutes of the State of Arkansas.
8. The parties hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, they will peaceably deliver possession of the leased premises to the other, including all permanent fixtures, without demand.
9. The parties agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction over the premises.

- IN WITNESS WHEREOF**, the parties hereto have set their hands this ____ day of _____, 2025.

By: Lucas Regnier
LUCAS REGNIER, BOARD OF DIRECTORS PRESIDENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

On this __ day of _____ 2025, before me, a Notary Public, personally appeared Molly Rawn and Kara Paxton, known to me to be the Mayor and Clerk Treasurer of the City of Fayetteville, Arkansas, having been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and acknowledged that they have executed the foregoing instrument for the purposes contained therein.

In witness whereof I hereunto set my hand and official seal

Notary Public

My Commission Expires: _____



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

Resolution: 66-24

File Number: 2024-1713

OZARK NATURAL SCIENCE CENTER (LEASE AGREEMENT):

A RESOLUTION TO APPROVE ONE-YEAR, NO COST LEASE AND OPERATIONS AGREEMENTS WITH THE OZARK NATURAL SCIENCE CENTER TO OPERATE IN THE LAKE FAYETTEVILLE ENVIRONMENTAL STUDY CENTER

WHEREAS, in 1973, the City of Fayetteville approved a resolution agreeing to reserve the eastern portion of Lake Fayetteville in its natural state and allow the Fayetteville and Springdale School Districts to jointly construct a nature study area on the property; and

WHEREAS, both school districts used the property and the study center until 2022/2023 at which time neither district had further need for the building and grounds; and

WHEREAS, in July 2023, the Ozark Natural Science Center (ONSC) contacted Parks, Natural Resources and Cultural Affairs to inquire about the use of the study center and staff has worked towards a lease agreement and operations agreement with City legal counsel and ONSC; and

WHEREAS, ONSC is a nonprofit, 501(c)(3) located in Madison County and was formed in 1990 to offer residential field science education and began programming in 1992 working with public schools to offer immersion-based learning, host summer camps and other programs, hikes and open houses; and

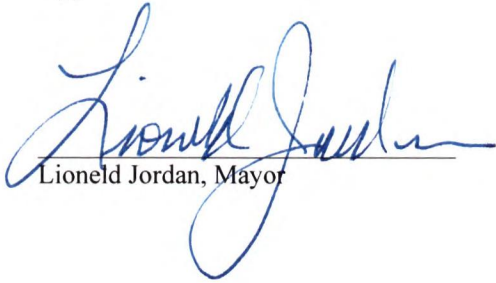
WHEREAS, the lease follows the same lease area the school districts used including the building and is a no cost lease that requires ONSC to maintain the building and trails within the leased premises and offer nine free guided hikes, and host open houses for the public.

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 one-year, no cost lease and operations agreements with Ozark Natural Science Center to operate in the Lake Fayetteville Environmental Study Center, copies of which are attached to this Resolution.

PASSED and APPROVED on February 20, 2024

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
SUBJECT: **Lease and Agreement with Ozark Natural Science Center for the Lake Fayetteville Environmental Study Center**

RECOMMENDATION:

Approval of a one-year lease and agreement with the Ozark Natural Science Center to operate in the Lake Fayetteville Environmental Study Center.

BACKGROUND:

The City of Fayetteville approved a resolution in 1973 agreeing to reserve the eastern portion of Lake Fayetteville in its natural state and allow the Fayetteville and Springdale School Districts to jointly construct a nature study area on the property. The school districts used the property and the study center until 2022/2023 at which time both school districts no longer had a need for the building or grounds.

DISCUSSION:

The Ozark Natural Science Center (ONSC) contacted Parks, Natural Resources and Cultural Affairs in mid-July of 2023 to inquire about the use of the study center. Since that time staff has worked towards the attached lease and agreement with City legal counsel and ONSC.

ONSC is a nonprofit, 501(c)(3) located in Madison County. The organization was formed in 1990 to offer residential field science education center and began programming in 1992. They work with public schools to offer immersion-based learning, host summer camps and other programs, hikes and open houses.

The lease area follows the same lease area the school district used including the building and is a no cost lease. The agreement requires ONSC to maintain the building and trails in the lease area and offer to public for free, nine guided hikes and host open houses. These benefits to the public are similar to those required by AppleSeeds and the Botanical Garden of the Ozarks who have no cost leases.

An amended lease with the Fayetteville Public Schools has also been submitted, omitting the Lake Fayetteville property from the lease.

BUDGET/STAFF IMPACT:

None.

ATTACHMENTS: SRF (#3), Combined Lease and Agreement - ONSC (#4)

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 #: 2024-1713

Lease and Agreement with Ozark Natural Science Center for the Lake Fayetteville Environmental Study Center

A RESOLUTION TO APPROVE ONE-YEAR, NO COST LEASE AND OPERATIONS AGREEMENTS WITH THE OZARK NATURAL SCIENCE CENTER TO OPERATE IN THE LAKE FAYETTEVILLE ENVIRONMENTAL STUDY CENTER

WHEREAS, in 1973, the City of Fayetteville approved a resolution agreeing to reserve the eastern portion of Lake Fayetteville in its natural state and allow the Fayetteville and Springdale School Districts to jointly construct a nature study area on the property; and

WHEREAS, both school districts used the property and the study center until 2022/2023 at which time neither district had further need for the building and grounds; and

WHEREAS, in July 2023, the Ozark Natural Science Center (ONSC) contacted Parks, Natural Resources and Cultural Affairs to inquire about the use of the study center and staff has worked towards a lease agreement and operations agreement with City legal counsel and ONSC; and

WHEREAS, ONSC is a nonprofit, 501(c)(3) located in Madison County and was formed in 1990 to offer residential field science education and began programming in 1992 working with public schools to offer immersion-based learning, host summer camps and other programs, hikes and open houses; and

WHEREAS, the lease follows the same lease area the school districts used including the building and is a no cost lease that requires ONSC to maintain the building and trails within the leased premises and offer nine free guided hikes, and host open houses for the public.

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 one-year, no cost lease and operations agreements with Ozark Natural Science Center to operate in the Lake Fayetteville Environmental Study Center, copies of which are attached to this Resolution.

City of Fayetteville Staff Review Form

2024-1713

Item ID

2/20/2024

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

Alison Jumper

1/24/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a one year lease and agreement with the Ozark Natural Science Cetner to operate in the Lake Fayetteville Environmental Study Center.

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:

AGREEMENT

This Agreement, dated February 20, 2024, is made by and between The City of Fayetteville, Arkansas (the "City"), an Arkansas municipal corporation, and Ozark Natural Science Center ("ONSC"), an Arkansas nonprofit corporation, in conjunction with and complementary to the Lease Agreement entered into by and between same. The City and ONSC may be collectively referred to as the "Parties." The Parties agree to bind themselves to this Agreement under the following terms:

I. Goals and Purpose

The City owns and operates the Lake Fayetteville Environmental Study Center (the "Center"), the premises of which is more accurately described in the lease agreement executed between the Parties. ONSC's mission is to enhance the understanding, stewardship, and appreciation of the region's natural environment. The Parties desire that ONSC conduct educational programming at the Center in collaboration with the City.

II. Rights and Responsibilities of the Parties

A. Rights and Responsibilities of the City:

1. The City shall lease the Center and premises described in the Parties' Lease Agreement to ONSC for the term and subject to the conditions identified herein.
2. The City shall not charge ONSC a fee for use of the leased premises, except that ONSC shall pay all utilities for the premises as described below.
3. The City shall have the right to inspect the leased premises at all reasonable times.
4. The City shall have the right to conduct City-sponsored programs and special events on Lake Fayetteville property, which may include the leased premises; provided, however, that the City and ONSC agree to communicate and work together to schedule programs and events in order to avoid conflicts in the use of the leased premises.
5. The City shall be responsible for mowing and weed-eating the leased premises.

B. Rights and Responsibilities of ONSC:

1. ONSC shall have the right to use the leased premises to conduct educational programming. This programming may include, but is not limited to, day camps, workshops, classes, fundraisers, and similar events and activities.

2. ONSC shall have the right to display signs and educational materials in and around the Center, provided that ONSC complies with all City ordinances and regulations pertaining to same.
3. ONSC shall host guided hikes at Lake Fayetteville at least once per month for nine (9) months out of the year that are free to the public. ONSC shall publicly post the times of these hikes on its website and social media pages. ONSC shall also host open houses and other events free to the public during the Agreement term.
4. ONSC shall maintain the building(s) at the environmental study center, the parking lot and associated trails in accordance with Fayetteville City Code. This shall include the obligation by ONSC to keep the trails free of debris.
5. ONSC shall provide basic maintenance as needed to repair the Center or premises, provided that ONSC shall not be responsible for any individual repair which exceeds \$2,000.00 in supplies and labor unless the necessity for such repair is caused by the negligence or fault of ONSC. The City will pay the repair costs for all necessary repairs to the Center or premises in excess of \$2,000.00, provided that the necessity of such repair is not caused by the negligence or fault of ONSC.
6. ONSC shall pay the monthly utilities for the Center, including electricity, water, internet, and waste removal, for each month during the term of this Agreement. All payments shall be made timely, and ONSC agrees to indemnify the City for any untimely utility payments during the term of this Agreement.
7. ONSC shall install a gate or a chain at the principal entry to the Center to ensure that it remains locked when not in use for educational programming.
8. ONSC shall maintain a policy of liability insurance to cover operation of its programming at the Center during the term of this Agreement.

III. Term and Termination of the Agreement

- A. This Agreement shall take effect upon the signing by both Parties and shall remain in effect for a period of one (1) year from that date (the "Effective Date") unless earlier terminated (the "Initial Term."). After the initial one-year period, the Parties shall have the option to renew this Agreement for additional one-year terms (the "Renewal Terms").
- B. *Termination Without Cause.* During the Initial Term or any Renewal Term, this Agreement may not be terminated without written consent of both Parties or six (6) months written notice by either party.

C. *Termination for Cause.* This Agreement may be terminated for cause only after the Parties have participated in mediation, as described in Part IV.

IV. Failure to Comply with this Agreement

If either party breaches or otherwise fails to comply with the terms of this Agreement, the other party shall notify the breaching party in writing of the asserted noncompliance and allow that party ninety (90) days to cure the alleged noncompliance. If the breaching party fails to cure the noncompliance within 90 days, then the Parties shall communicate in good faith for a period of thirty (30) days in an attempt to resolve the issue. If the issue remains unresolved after this period of communication, the Parties shall agree to participate in non-binding mediation. The mediator shall be selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, then each Party shall select a mediator, and the two selected mediators will select a third. The mediation shall then be collectively conducted by the three (3) mediators. The costs of any such mediation shall be shared equally by the Parties. In the event that mediation is unsuccessful, the Parties may seek legal remedies in the Washington County Circuit Court.

V. Principal Contacts

Any notices required to be sent under this Agreement shall be delivered to the following:

City of Fayetteville, Arkansas
Attn: Lioneld Jordan
113 W. Mountain St.
Fayetteville, AR 72701

Ozark Natural Science Center
Attn: Rose Brown
1905 Madison 1305
Huntsville, AR 72740

The above principal contacts may be changed by their respective Parties, with such change being effective upon delivery of the notice of change to the other party.

VI. Use of Intellectual Property

The Parties agree that any intellectual property jointly developed through activities covered under this Agreement can be used by either party for educational purposes without obtaining consent from the other. If the intellectual property is to be used for purposes other than educational, the party intending to use the intellectual property must obtain consent from the other. All other intellectual property used in the implementation of this Agreement will remain the property of the providing party.

VII. Transfer of Funds

The Parties acknowledge and agree that this Agreement does not presently create any financial or funding obligation on either party except those specifically set forth in Part II. The Parties further agree that any obligations not covered by Part II of this Agreement shall only arise upon joint execution of a subsequent agreement or workplan which shall specifically delineate the terms and nature of such work and shall include a budget for accomplishing same. Such subsequent agreements, budgets, and workplans will be subject to the availability of funding for the purposes outlined herein.

VIII. No Joint Venture, Partnership, or Agency

Nothing in this Agreement shall be construed as to create or imply the existence of a partnership, joint venture, or agency relationship between the Parties.

IX. Indemnity

ONSC agrees to indemnify and hold harmless the City and its agents, officials, employees, and officers from any and all liability, including attorney's fees, claims, and expenses, arising from ONSC's negligent acts. However, nothing in this Agreement shall be construed to alter, limit, or compromise any charitable immunity possessed by ONSC.

X. Miscellaneous

- A. *Non-Assignability.* Neither Party may assign or transfer any rights or obligations under this Agreement without prior written consent of the other.
- B. *Entire Agreement.* This Agreement, combined with the Lease Agreement to be executed contemporaneously, constitutes the Parties' entire Agreement with respect to the subject matter and supersedes all prior agreements.
- C. *Amendments.* This Agreement may only be amended by mutual written consent of the Parties.
- D. *Authority.* The individuals signing this Agreement represent that, upon their signature, this Agreement shall have been duly executed by the Party each represents.
- E. *Applicable Law.* This Agreement shall be governed by and construed according to the laws of the State of Arkansas.
- F. *Venue.* The only proper venue for disagreements arising under this Agreement is the Washington County Circuit Court.
- G. *Severability.* Should a court of competent jurisdiction determine that any paragraph or provision of this Agreement is invalid or unenforceable, all remaining paragraphs and provisions shall remain in full force and effect.

H. *Delivery by PDF or other Means.* This Agreement and any amendments hereto, to the extent signed and delivered by means of portable document format ("PDF") or an electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20 day of February, 2024.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By:

Lionel Jordan
LIONELD JORDAN, Mayor

ATTEST:

By:

Kara Paxton
KARA PAXTON, City Clerk-Treasurer

**OZARK NATURAL SCIENCE
CENTER**

By:

Rose Brown
ROSE BROWN, Executive Director

By:

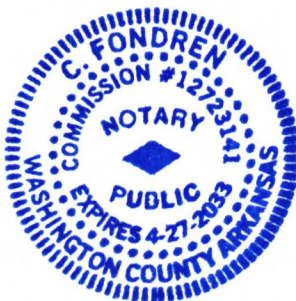
Jill Bowman
JILL BOWMAN, Office Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

On this 20 day of February, 2024, before me, a Notary Public, personally appeared Lioneld Jordan and Kara Paxton, known to me to be the Mayor and Clerk Treasurer of the City of Fayetteville, Arkansas, having been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and acknowledged that they have executed the foregoing instrument for the purposes contained therein.

In witness whereof I hereunto set my hand and official seal



C. Fondren
Notary Public

My Commission Expires: 4/27/2033

H. *Delivery by PDF or other Means.* This Agreement and any amendments hereto, to the extent signed and delivered by means of portable document format (“PDF”) or an electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20 day of February, 2024.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**OZARK NATURAL SCIENCE
CENTER**

By: _____
LIONELD JORDAN, Mayor

By: _____
ROSE BROWN, Executive Director

ATTEST:

By: _____
KARA PAXTON, City Clerk-Treasurer

By: _____
JILL BOWMAN, Office Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

On this __ day of January, 2024, before me, a Notary Public, personally appeared Lioneld Jordan and Kara Paxton, known to me to be the Mayor and Clerk Treasurer of the City of Fayetteville, Arkansas, having been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and acknowledged that they have executed the foregoing instrument for the purposes contained therein.

In witness whereof I hereunto set my hand and official seal

Notary Public

My Commission Expires: _____

LEASE AGREEMENT

This Agreement, made and entered by and between the City of Fayetteville, Arkansas, a municipal corporation, hereafter called "the City," and Ozark Natural Science Center, an Arkansas nonprofit corporation, hereafter called "ONSC," **Witnesseth:**

1. For and in consideration of the covenants and agreements herein entered into and agreed upon by ONSC as obligations to the City, the City non-exclusively lets, leases and demises unto ONSC, subject to the terms and conditions set forth under a separate Agreement, (provided that nothing contained herein shall in any way affect the rights and obligations established by said separate Agreement), the following described property situated in Washington, County, Arkansas:

LAKE FAYETTEVILLE

A part of the East Half of Section 13 and part of the East Half of Section 24, Township 17 North, Range 30 West, and part of the West Half of Section 18 and part of the West Half of Section 19, Township 17 North, Range 29 West, being more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of said Section 13; thence with the North line of said SE-NE-13-17-30 South 87° 06' 01" East 1303.739 feet; thence South 02° 29' 13" West 17.192 feet thence South 87° 51' 20" East 818.386 feet; thence with the West right-of-way line of Highway 265 (Crossover Road) the following calls: South 06° 01' 18" West 2.822 feet; thence South 11° 44' 19" West 100.498 feet; thence South 06° 01' 42" West 47.6 feet; thence South 02° 51' 10" West 95.156 feet; thence South 03° 19' 21" East 89.915 feet thence South 08° 19' 18" East 59.959 feet; thence South 11° 49' 21" East 44.973 feet; thence South 14° 19' 18" East 29.984 feet; thence South 17° 19' 22" East 59.959 feet; thence South 19° 19' 20" East 832.701 feet; thence South 16° 46' 49" East 98.118 feet; thence South 09° 44' 20" East 173.596 feet; thence South 01° 14' 19" East 154.34 feet; thence South 02° 45' 41" West 926.592 feet; thence South 02° 44' 44" West 1322.566 feet; thence South 02° 35' 18" West 250.278 feet; thence leaving said West right-of-way line North 87° 36' 40" West 3750.975 feet; thence North 00° 10' 36" West 831.004 feet; thence North 72° 00' 17" East 1351.875 feet to a point on the West line of the SE-13-17-30; thence with said West line North 02° 09' 09" East 2935.509 feet, to the Point of Beginning and containing 266.760 acres, more or less.

LESS AND EXCEPT all that portion of said parcel lying within the waters of Lake Fayetteville, said waters being more particularly described as that portion of said parcel lying below an elevation on 1238 feet above mean sea level, said elevation being the top of the Lake Fayetteville spillway.

The Lake Fayetteville leased premises are further identified in the map attached as Exhibit A.

2. The term of this Joint Lease shall begin on February 1, 2024 and end on January 31, 2025, unless sooner terminated by six (6) months written notice by any of the parties

hereto.

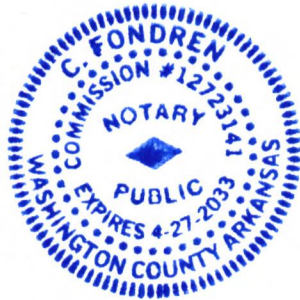
3. As consideration for the lease, ONSC agrees to maintain the building and grounds at the environmental study center, parking lot, and associated trails and docks within the leased premises according to park standards. ONSC further agrees to provide maintenance to the environmental study center building, provided that ONSC shall not be responsible for any individual repair which exceeds \$2,000.00 in supplies and labor unless the necessity for such repair is caused by the negligence or fault of ONSC. The City will pay the repair costs for all necessary repairs to the Center or premises in excess of \$2,000.00, provided that the necessity of such repair is not caused by the negligence or fault of ONSC. ONSC shall also pay all utilities for the premises during the duration of the lease, including electricity, water, internet, and waste removal.
4. ONSC further acknowledges that the leased premises are part of Lake Fayetteville Park and that the Fayetteville Parks and Recreation Department will continue to manage the park property and conduct City-sponsored programs and special events at Lake Fayetteville, which may include the leased premises. The City and ONSC agree to communicate and work together to schedule programs and events to avoid conflicts in use of the leased premises.
5. The City shall have the right to inspect the leased premises at all reasonable times.
6. Facility expansions and all site alterations must have prior written approval by the City and meet all City standards/procedures as well as all applicable federal, state and local laws for such expansions or alterations. Any permanent structure shall become a permanent fixture to the land and become the property of the City at the end of the lease term, unless otherwise agreed to in writing prior to construction of the structure. ONSC shall maintain insurance coverage in an amount not less than \$100,000.00 to cover all structures currently located on the leased premises or constructed by ONSC on the leased premises during the term of this Agreement.
7. ONSC agrees to indemnify and hold the City and its officers, officials, employees, and agents harmless from any and all liability, including attorney's fees, for claims, expenses, loss or damage to persons or property resulting from their negligent acts, provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the District under the Constitution and Statutes of the State of Arkansas.
8. The parties hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, they will peaceably deliver possession of the leased premises to the other, including all permanent fixtures, without demand.
9. The parties agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction over the premises.

- IN WITNESS WHEREOF**, the parties hereto have set their hands this 20 day of February, 2024.

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

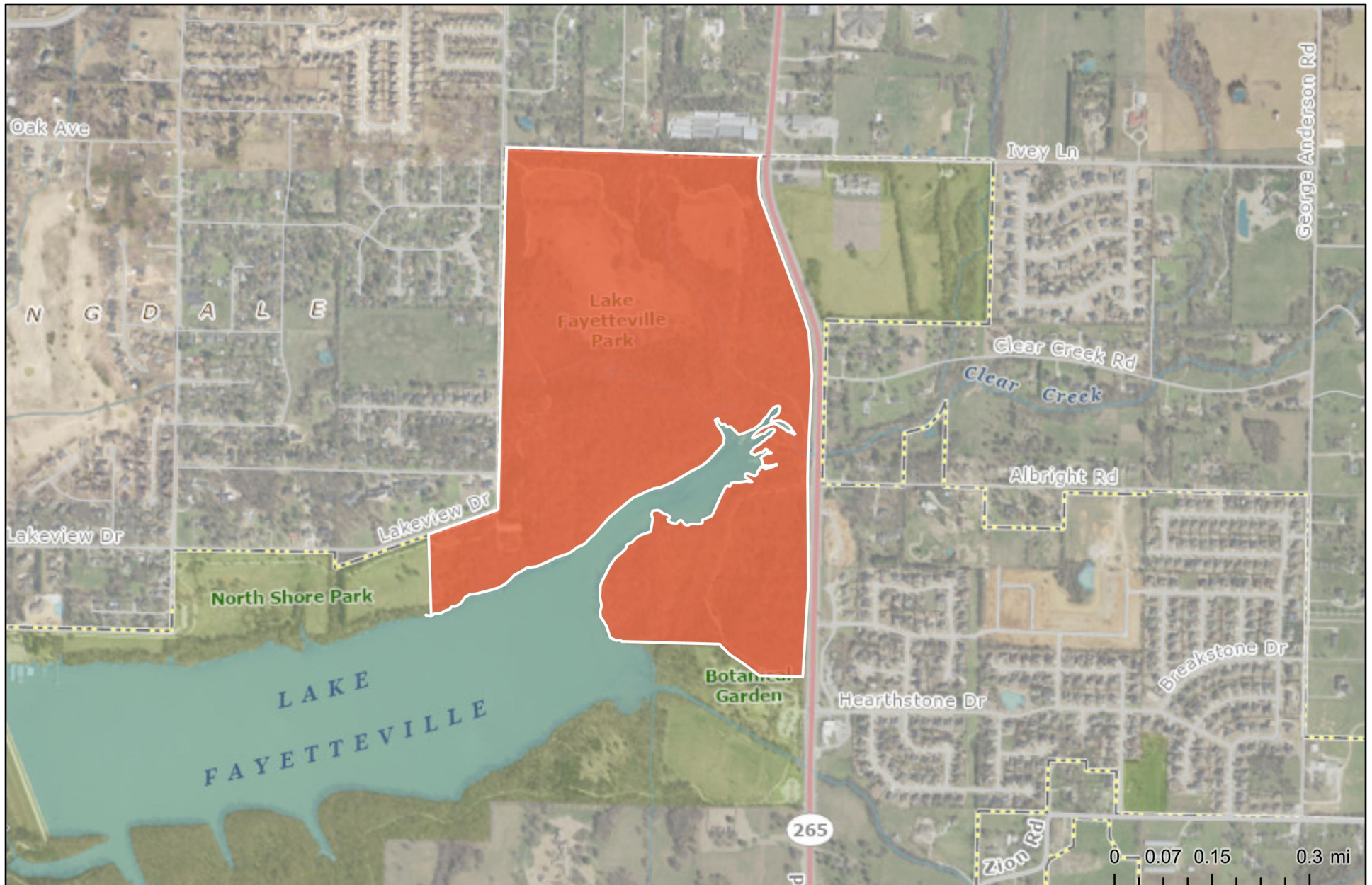
On this 20 day of February, 2024, before me, a Notary Public, personally appeared Lioneld Jordan and Kara Paxton, known to me to be the Mayor and Clerk Treasurer of the City of Fayetteville, Arkansas, having been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and acknowledged that they have executed the foregoing instrument for the purposes contained therein.

In witness whereof I hereunto set my hand and official seal



C. Fondren
Notary Public

My Commission Expires: 4/27/2033

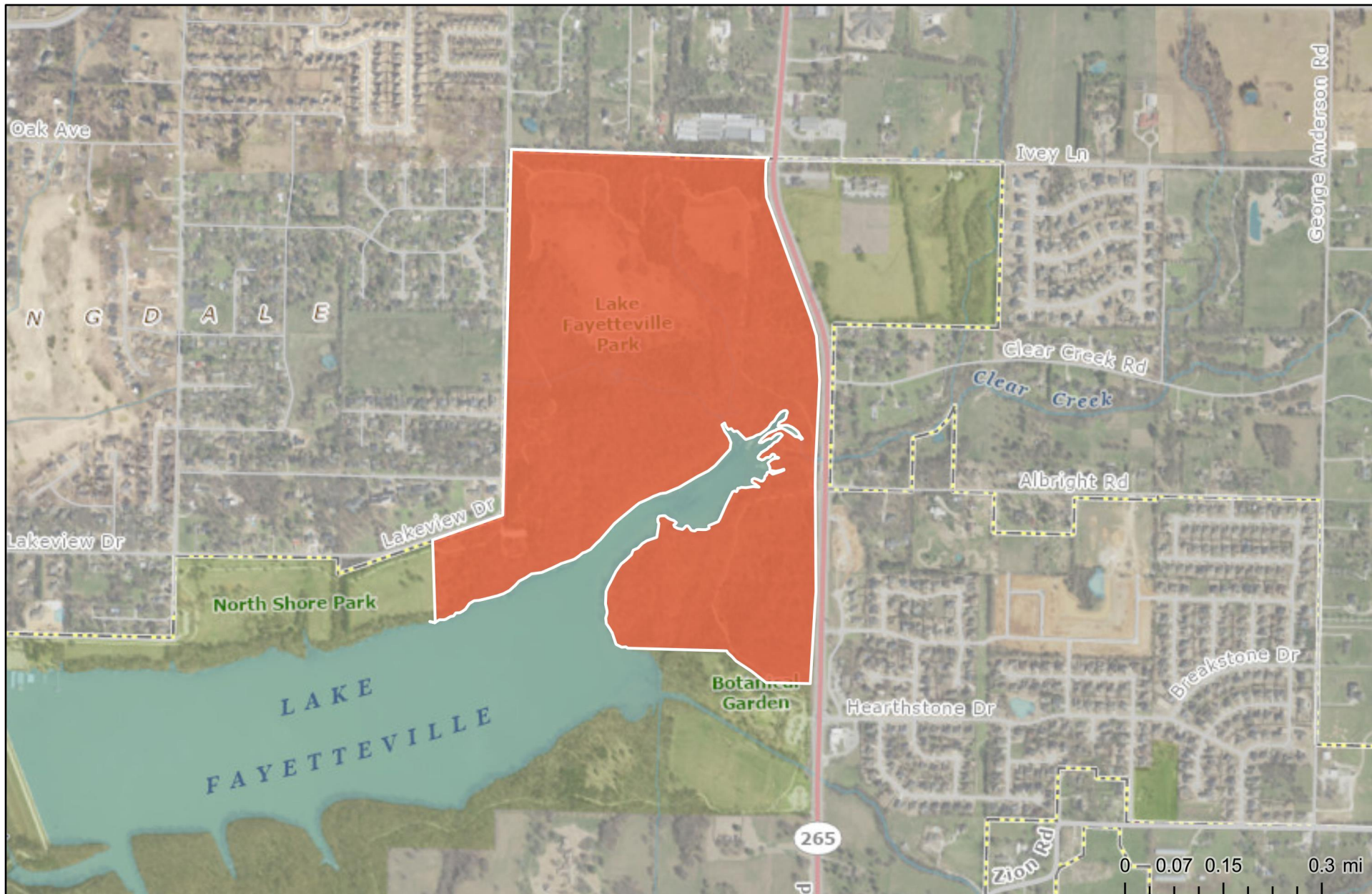


Approximate ONSC Lease Area

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: 1/24/2024
Credits: City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



Approximate ONSC Lease Area

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: 1/24/2024
Credits: City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

SUBJECT: **Approval of the engineering design services contract in the amount of \$70,900 with Olsson to perform a drainage analysis and develop a state and federal grant application for the Hamestring Creek watershed pursuant to RFQ 25-01, selection #3, including authorization for the Mayor to sign and submit the application to the Federal Emergency Management Agency (FEMA) and the Arkansas Department of Emergency Management (ADEM)**

RECOMMENDATION:

Staff recommends approval of the engineering design services contract in the amount of \$70,900 with Olsson to perform a drainage analysis and develop a state and federal grant application for the Hamestring Creek watershed pursuant to RFQ 25-01, selection #3, including authorization for the Mayor to sign and submit the application to the Federal Emergency Management Agency (FEMA) and the Arkansas Department of Emergency Management (ADEM)

BACKGROUND:

Due to continued flooding and in response to the May 2017 flood event, the City Council approved a contract with FTN Associates in May of 2020 in order to research potential solutions to the flooding in the Hamestring repetitive loss area (RLA). This study looked at several options including upstream detention and channel improvements to determine if the flooding could be alleviated. This study ultimately did not yield any feasible results. As a follow up to this initial study, the City Council approved a contract with Freese and Nichols in June of 2023 to further research potential options to reduce flooding. As a portion of this contract, Freese and Nichols were tasked with aiding in the production of a grant application to seek funds for scoping and ultimately implementation of the most feasible solution. However, the Washington County Hazard Mitigation Plan was in process of being updated and until approved by FEMA and adopted by the City of Fayetteville, the City was not eligible for grant funds. Due to this fact, the remaining funds on the contract were utilized to continue the analysis of options to reduce flooding in the area. Unfortunately, no feasible options to reduce flooding over the watershed have been identified.

DISCUSSION:

The proposed drainage analysis would include localized drainage improvements in the area of W Wedington Dr, N Porter Road and W Valley Dr. These improvements could help reduce street flooding and property damage. This combined with elevating or purchasing repetitive loss structures would reduce flood losses in the area. The Washington County Hazard Mitigation Plan has recently been approved by FEMA and adopted by the City of Fayetteville making the City eligible for these grant funds. The intent is to submit for both Flood Mitigation Assistance funding with the Arkansas Natural Resources Division and Building Resilient Infrastructure and Communities funding with the Arkansas Department of Emergency Management. Both

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

grants are ultimately submitted to the Federal Emergency Management Agency for review and are nationally competitive. A third grant through ADEM could assist in the installation of any drainage improvements deemed feasible to reduce the flooding. Olsson was chosen as a part of RFQ 25-01, selection #3 to continue the drainage analysis and help write the grant applications.

BUDGET/STAFF IMPACT:

The total amount of grant funding being requested is anticipated to be approximately \$1.5 million. If selected, the City would be responsible for 25% of this amount or \$375,000. The sales tax capital improvement would be the proposed source for the matching funds. These funds are not required unless the grant is awarded and approved by Council at the time of award.

ATTACHMENTS: SRF (#3) , Hamestring Creek Analysis and Grant Application (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-68

Approval of the engineering design services contract in the amount of \$70,900 with Olsson to perform a drainage analysis and develop a state and federal grant application for the Hamestring Creek watershed pursuant to RFQ 25-01, selection #3, including authorization for the Mayor to sign and submit the application to the Federal Emergency Management Agency (FEMA) and the Arkansas Department of Emergency Management (ADEM)

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH OLSSON, INC., PURSUANT TO RFQ 25-01, IN THE AMOUNT OF \$70,900.00 TO PERFORM A DRAINAGE ANALYSIS OF THE HAMESTRING CREEK WATERSHED, AND TO AUTHORIZE THE DEVELOPMENT AND SUBMISSION OF APPLICATIONS FOR STATE AND FEDERAL GRANTS TO ADDRESS FLOODING

WHEREAS, on June 6, 2023, City Council approved Resolution 139-23 approving a contract with Freese and Nichols to further research potential options to reduce flooding and aiding in the production of a grant application to seek funds for scoping and implementation of the most feasible solution; and

WHEREAS, at that time, the Washington County Hazard Mitigation Plan was being updated and the City was not eligible to apply for grant funds so the remaining funds on the contract were utilized to continue the analysis of options to reduce flooding in the area; and

WHEREAS, the proposed drainage analysis would include localized drainage improvements in the area of West Wedington Drive, North Porter Road and West Valley Drive, which could help reduce street flooding and property damage; and

WHEREAS, the Washington County Hazard Mitigation Plan has now been approved by FEMA and adopted by the City, which means the City is now eligible for grant funds available through the Arkansas Natural Resources Commission and the Arkansas Department of Emergency Management.

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 professional engineering services agreement with Olsson, Inc., pursuant to RFQ 25-01, Selection #3 in the amount of \$70,900.00 to perform a drainage analysis of the Hamestring Creek watershed and develop grant applications for funding to address flooding issues in the area.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to submit any grant applications that are identified and developed by Olsson, Inc. to the Federal

Emergency Management Agency, the Arkansas Department of Emergency Management, and the Arkansas Natural Resources Division.

City of Fayetteville Staff Review Form

2025-68

Item ID

2/4/2025

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

Chris Brown

1/13/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the engineering design services contract in the amount of \$70,900 with Olsson to perform a drainage analysis and develop a state and federal grant application for the Hamestring Creek watershed pursuant to RFQ 25-01 including authorization for the Mayor to sign and submit the application to the Federal Emergency Management Agency (FEMA) and the Arkansas Department of Emergency Management (ADEM)

Budget Impact:

4470.621.8810-5860.02

Sales Tax Capital Improvement

Account Number

Fund

02108.1

Drainage Projects Other

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 474,149.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 474,149.00

Does item have a direct cost? Yes

Item Cost

\$ 70,900.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 403,249.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 164-20; 139-23

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

THIS AGREEMENT is made as of _____ of 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Olsson Inc. (hereinafter called ENGINEER).

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

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

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$70,900**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a hourly NTE basis described in Appendix C.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall

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

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

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

6.4 Changes

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

6.5 Termination

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

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

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

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

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

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

6.8.3 Notice of Dispute

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

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

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

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

6.10 Publications

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

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

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

6.13 Notices

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

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

ENGINEER's address:
3537 N. Steele Boulevard Ste. 310
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

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

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

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

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

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

7.3.3.1 Negotiated prime agreements:

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

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

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

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

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

7.4 Covenant Against Contingent Fees

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

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

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

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

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By : _____
Mayor, Molly A Rawn

By:  _____
Lee Beshoner, PE, CFM

ATTEST:

By: _____

City Clerk Treasurer, Kara Paxton

Title: Group Leader

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated January 17, 2025, between City of Fayetteville, Arkansas ("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: Along Hamesting Creek, near intersection of W Wedington Drive and N Porter Road, Fayetteville, Arkansas

Project Description: Stormwater and Drainage Analysis

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 Design Services

Project Management and Administration **\$5,500.00**

Olsson shall provide the following services:

- Conduct routine coordination with Client, including monthly invoicing and general coordination calls with Client
- Coordination phone calls and up to three meetings with Client to discuss status and/or results of Project. Additional meetings not specifically listed in Scope of Services will be considered as Additional Services.

Data Collection **\$1,800.00**

Olsson shall provide the following services:

- Gather and process publicly available topographic data (e.g., high resolution LiDAR, Client-provided data, et cetera), in conjunction with available topographic survey data from Client from prior studies, if available, in Project area, for use in development of hydrologic and hydraulic models and representation of surface topography.
- Meet in person with Client to identify and discuss known areas of flooding or concern in Project area. If existing drainage reports or hydrologic and hydraulic modeling are available for Project area, Olsson shall obtain information to determine what data, if any, may be used in current Project.
- Obtain and utilize existing hydrologic and hydraulic modeling developed as part of previous Project within Hamesting Creek watershed for Project area.

Stormwater Analysis and Modeling

\$10,500.00

Olsson shall provide the following services:

- Develop a 2-Dimensional (2D) hydraulic model for Project area. Hydraulic modeling shall utilize rain-on-grid hydrologic methodology to develop existing conditions peak discharges for 24-hour, 50-, 20-, 10-, 4-, 2-, 1-, and 0.2 percent annual chance events (2-, 5-, 10-, 25-, 50-, 100-, and 500-year events).
 - This approach allows for application of precipitation directly to topographic surface, which will allow for identification of overland flow paths, locations and extents of possible drainage improvements, and concentrated flooding areas
- Once hydrologic and hydraulic models have been developed, Olsson shall review draft results with Client to determine reliability of results. Based on meeting with Client, Olsson shall make necessary alterations to modeling, if needed, to better reflect experienced conditions. Analysis includes up to two scenario runs to achieve results like experienced conditions. If additional model development is required, these tasks shall be performed as Additional Services subject to approval by Client.
- Evaluate up to three conceptual-level improvements relating to potential for reduction in flood elevations, flood risk and floodplain mapping extents in Project area for storm event determined above for post-Project model.
- Compare with City's input, level of benefit that appears to be achievable for each improvement. Flood risk reduction metrics used to evaluate post-Project model may include but not limited to estimated decrease in flood elevations, reduction in number/depth of flooded structures based on estimated finished floor elevations of structures in inundation area, and reduction in instances/depth of roadway overtopping.

Report and Documentation

\$8,100.00

Olsson shall provide the following services:

- Upon completion of stormwater analysis, Olsson shall prepare technical report with supporting documentation for submission to Client, describing methods, procedures, and results determined in analysis. Olsson shall meet with Client to discuss findings in depth. Report will include appendices providing data from modeling needed to complete Federal Emergency Management Agency (FEMA) Benefit Cost Analysis including:
 - Flood depth reduction at each impacted property for each storm event modeled
 - Creek flow rate reduction at each impacted property for each storm event modeled
 - Creek flow line at each impacted property
 - Flood depth reduction on impacted roadways for each storm event modeled
- Address up to one set of Client comments within two weeks following receipt. If no comments are received, Olsson shall consider documentation complete.

Phase 200 Funding Strategy and Prioritization

\$45,000.00

Olsson shall provide the following services:

- FY2024 Building Resilient Infrastructure and Communities Program (BRIC)
 - Prepare required application content for BRIC Capability and Capacity Building (DEADLINE for submittal to State per Alan Pugh, PE, CFM)
 - SF-424, SF-424A, SF-424B
 - Scope of Services
 - Justification for Selection of proposed Project
 - Go/No-Go Milestones (PoP 36 months)
 - Itemized Cost estimate based on 75/25 split
 - Final concepting and alternative planning
 - Engineering and design of final concept
 - National Environmental Policy Act (NEPA) requirements
 - Administrative costs for client up to 10 percent of budget, inclusive of sub applicant management costs (up to five percent)
 - Intergovernmental Review decision
 - Environmental and historic preservation review
 - Benefitting area map
 - Qualitative criteria
 - Technical evaluation criteria
- Assess, review, and compile all documentation necessary for application submittal
 - Application content (above) prepared by Olsson
 - Content provided by client (sent to Olsson by [DATE]):
 - SF-LLL Disclosure of Lobbying Activities
 - State Hazard mitigation Plan
- Attend one debrief meeting with Client after submittal
- Prepare Statement of Voluntary Participation for each proposed property to be submitted post-award to FEMA

PROJECT TOTAL: \$70,900.00

ASSUMPTIONS

- Coordination with other local, state or federal agencies 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 Project scope specifically. If required, coordination with other agencies shall be performed as Additional Services.
- Applications and fees and/or permit applications, drainage reports, or fees for local, state, or federal agencies that may have a regulatory jurisdiction over Project area, unless identified in Project Scope of Services specifically. If required, this activity shall be performed as Additional Services.

- Client shall provide adequate access for Olsson to perform site reconnaissance, including all authorizations to enter onto private property
- Client shall provide to Olsson copies of available existing drawings and maps (electronic and/or hard copy) to be used to support analyses
- Hydrologic and hydraulic analyses will be performed for relevant contributing drainage area of Project area only, with increased detail to be added to Client identified priority areas
- Developing design alternatives, plans, bid document assistance, obtaining any permits, or developing other documentation that may be required for construction. These services, if required shall be performed as Additional Services under this agreement, or under a separate, future agreement.

EXCLUSIONS

- It is not anticipated that survey data will be required for this analysis. If required, necessary survey data will be provided by Client and shall be performed as Additional Services by Olsson personnel. Information 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.

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 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.

APPENDIX B
Schedule and Deliverables
Hamestring Creek Drainage Analysis
Fayetteville, Arkansas

SCHEDULE

TASK	START *	END *
Project Authorization	TBD	
Phase 100	TBD	3 MONTHS
Phase 200	TBD	1 MONTH
Phase 300	TBD	1 MONTH
Phase 400	TBD	1 MONTH
Phase 500	TBD	2 MONTHS

* All dates are To Be Determined based on notice to proceed date.

DELIVERABLES

Summary report describing findings with supporting documentation for submittal to CITY OF FAYETTEVILLE, Arkansas, describing methods used and results determined in analysis.

APPENDIX C

2025 Billing Rate Schedule

AR, KS, MO, NE, OK	
2025 Billing Rate	Classification
\$120	Assistant Engineer
\$90	Assistant Scientist
\$80	Assistant Technician
\$135	Associate Engineer
\$210	Associate Project Manager
\$115	Associate Scientist
\$90	Associate Technician
\$225	Client Manager
\$275	Client Relationship Manager
\$135	Design Associate
\$155	Design Technical Manager
\$150	Engineer
\$250	Group Leader
\$230	Lead Engineer
\$260	Lead Engineer II
\$205	Lead Scientist
\$170	Project Engineer
\$225	Project Manager
\$140	Project Planner
\$150	Project Scientist
\$125	Scientist
\$190	Senior Engineer
\$240	Senior Engineer II
\$315	Senior Project Manager
\$155	Senior Scientist
\$270	Senior Team Leader
\$110	Senior Technician
\$70	Student Intern
\$315	Technical Expert



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)	\$0.70/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 JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU:
FROM: Paul Becker, Chief Financial Officer
SUBJECT: **FORVIS Mazars, LLP Contract**

RECOMMENDATION:

Approval of the third year of a five-year contract with FORVIS Mazars, LLP for annual audit services for the City's 2024 Financial Audit.

BACKGROUND:

The City is required by Arkansas statutes to have an annual financial audit by either the Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. Due to the requirements of the City's bond indentures, the City has utilized the services of a private CPA firm to perform these mandated financial audits.

FORVIS Mazars, LLP was selected by the City, following the applicable rules and regulations concerning the procurement of auditing services in RFP 22-09, for a five-year contract beginning with the 2023 audit. Under the contract, FORVIS Mazars, LLP will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition, FORVIS Mazars, LLP will issue a report on compliance for the City's major federal awards programs and on internal controls over compliance as required by the Uniform Guidance. The Uniform Guidance program is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, FORVIS Mazars, LLP will also provide technical assistance to the City in producing the Annual Comprehensive Financial Report (ACFR). The ACFR includes the City's financial statements as well as statistical information.

DISCUSSION:

Staff is recommending approval of the contract with FORVIS Mazars, LLP for auditing services of the 2024 financial statements.

BUDGET/STAFF IMPACT:

The base cost of the 2024 audit is \$144,529. Additional costs for technology licensing, reporting, etc. will also be incurred. The audit cost has been budgeted in the various funds of the City for the 2025 budget.

ATTACHMENTS: SRF (#3) , 2025 Engagement Letter For 2024 Audit (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-103

FORVIS Mazars, LLP Contract

A RESOLUTION TO APPROVE THE THIRD ONE YEAR CONTRACT WITH FORVIS, LLP FOR AUDITING SERVICES FOR THE 2024 AUDIT IN AN AMOUNT NOT TO EXCEED \$165,000.00, WITH AN OPTION TO RENEW FOR UP TO TWO ADDITIONAL ONE YEAR TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign the third one-year contract with Forvis, LLP for auditing services for the 2024 audit in an amount not to exceed \$165,000.00, with an option to renew for up to two additional one year terms.

City of Fayetteville Staff Review Form

2025-103

Item ID

2/4/2025

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

Kristin Cavette

1/15/2025

ACCOUNTING & AUDIT (131)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the third year of a five year contract for FORVIS Mazars, LLP for annual audit services

Budget Impact:

xxxx.xxx.xxxx-5307.00

Multiple

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:

January 7, 2025

City Council
Molly A. Rawn, Mayor
Paul Becker, Chief Financial Officer
CITY OF FAYETTEVILLE, ARKANSAS
113 W Mountain Street
Fayetteville, AR 72701

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- The Reporting Solution End User License Agreement
- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF FAYETTEVILLE, ARKANSAS

- Audit Services for the year ended December 31, 2024
- Attestation Examination Services for the year ended December 31, 2024
- The Reporting Solution license for the year ended December 31, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The base fee for our services will be \$144,529. Included in this fee are travel costs and fees for service from other professionals, if any, as well as an administrative fee of five (5)% to cover certain technology and administrative costs associated with our services. The additional license fee for The Reporting Solution (TRS) will be \$3,000.

Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing audit confirmations and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, The Reporting Solution End User License Agreement**, and **Terms and Conditions Addendum**, on behalf of CITY OF FAYETTEVILLE, ARKANSAS.

BY _____
Molly A. Rawn, Mayor

DATE _____

BY _____
Paul Becker, Chief Financial Officer

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

CITY OF FAYETTEVILLE, AKANSAS as of and for the year ended December 31, 2024

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining individual fund statements, and the schedules of expenditures of federal and state awards (supplementary information) are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the schedule of expenditures of federal awards
- The Reporting Solution – license

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed

- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

David Coleman, Partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name

CITY OF FAYETTEVILLE, ARKANSAS

Party Name

Members of the City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
- Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria.
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement.
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information.
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements.

Such information is:

- Presented for the purpose of additional analysis of the financial statements.
- Not a required part of the financial statements.
- The responsibility of management.
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS.

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information.
- Certain representations made during the audit for all periods presented.
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Attestation Examination Services

We will examine the written assertion made by management that the CITY OF FAYETTEVILLE, ARKANSAS complied with certain acts during the year ended December 31, 2024.

The objective of our examination is the expression of an opinion in a written report about whether the responsible party's assertion is fairly stated in all material respects with the applicable criteria against which it is measured or evaluated.

The criteria to be used consist of the requirements of Arkansas Act 15 of 1985 and the following Arkansas statutes:

- Arkansas Municipal Accounting Law of 1973, § 14-59- 10 I et seq.;
- Arkansas District Courts and City Courts Accounting Law, § 16- 10-20 I et seq.;
- Improve contracts, §§ 22-9-202 - 22-9-204
- Budgets, purchases, and payments of claims, etc., § 14-58-20 I et seq. and § 14-58-30 I et seq.;
- Investment of public funds, § 19- 1-501 et seq.; and
- Deposit of public funds, §§ 19-8- 10 I - 19-8- 107.

The following apply for the attestation examination services described above:

**Our
Responsibilities**

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Limitations &
Fraud**

Because of the inherent limitation of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

Scope of Services – The Reporting Solution License and Related Services and Training

We will provide access to and use of The Reporting Solution (TRS) which is a web-based Annual Comprehensive Financial Report (ACFR) preparation software for the year ended December 31, 2024. Forvis Mazars will provide certain limited training with respect to your use of TRS. Specifically, Forvis Mazars will:

Ongoing Services

- Provide support related to questions and issues related to TRS
- Provide post-ACFR build training related to TRS
- Provide assistance in preparing the ACFR

The following apply for the TRS services described above:

End User License Agreement Terms and conditions related to TRS are set forth in the attached End User License Agreement (EULA). The executed EULA is required for access and use of TRS.

Your Responsibilities It is your responsibility to ensure that the appropriate level of due diligence related to the ACFR building in TRS in connection with this agreement has been performed. This includes determining whether TRS possesses the appropriate level of functionality and performance for your current and future needs.

The Reporting Solution End User License Agreement

Please read this document carefully because it explains the legal rights and obligations inherent to your ability to access and use The Reporting Solution

This End User License Agreement ("EULA") governs use of The Reporting Solution and any related, upgraded, or substitute for the web application, software, and services provided by or on behalf of **Forvis Mazars, LLP** ("Forvis Mazars") relating to preparation of certain financial reports ("Software"). By accessing and/or using the Software, you and the entity you are working for or on behalf of agree to be bound by the terms of this EULA, although this EULA does not abrogate any other contract or understanding regarding the Software and your relationship with Forvis Mazars, e.g., a sales contract, purchase agreement, privacy policy, disclaimer, etc., relating to the Software and/or services provided by Forvis Mazars. This EULA is effective as of the first time the Software is accessed and it will remain in effect—in its current or any future amended form—for however long the Software is used or until another EULA is executed. Some of the obligations in this EULA survive and extend beyond the term of this EULA and/or the point in time after which you voluntarily or involuntarily stop accessing or using the Software.

1. License Grant

By providing credentials to access the Software, Forvis Mazars grants you a nonexclusive, nontransferable, non-sublicensable, limited right, and license to use the Software on compatible devices you own or control for preparation of financial reports for your entity in a single, given reporting year (the "License"). The rights granted under the License are subject to the terms of this EULA as well as any prior or future contract you have or may enter into with Forvis Mazars or that you may otherwise be explicitly or implicitly required to follow owing to your employment by or fiduciary or other duty of care owed to an entity doing business with Forvis Mazars. You (both personally and in any representative capacity you may or do have for a particular entity) may only make use of the License if you comply with all applicable terms, including but not limited to this EULA.

The Software is licensed, not sold, under this License. The License does not grant any title or ownership in the Software. Any individual accessing the Software is expressly representing that they have the authority and ability to act on behalf of an entity that possesses the ability to access and use the Software, and you and that entity will be jointly and severally responsible for any and all actions taken by an actor using credentials, irrespective of whether that person has the actual authority or ability to act on behalf of that entity.

2. Conditions & Restrictions on Use Pursuant to the License

You may not and will not do, attempt to do, or otherwise attempt to have anyone else do on your behalf or for your benefit any of the following with respect to the Software: (a) copy, reproduce, distribute (including via a network server), display, or use it in a way that is not expressly authorized by Forvis Mazars (either via this EULA or some other written instrument); (b) sell, rent, lease, license, distribute, transfer, or use it in a manner that actually or is reasonably likely to harm Forvis Mazars or its existing or future business prospects; (c) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it; (d) remove, disable, circumvent, or modify any security technology or proprietary notice or label included in it; (e) use it to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (f) use, export, or re-export it in violation of any applicable law or regulation; or (g) deliberately or negligently access or use it in a manner that transmits or propagates any virus, Trojan horse, worm, bomb, and/or corrupted or malicious files or that otherwise threatens, defames, disparages, harasses, or endangers the integrity of any person or entity, the Software, Forvis Mazars' hardware and networks, the hardware and networks of any other user of the Software or other person or entity, and/or any data and information inherent to any of the same.

In the event you gain access to data or information of others and/or to functionality in the Software, either of which is beyond the scope or intent of the understanding by which credentials were originally granted to you, you will notify Forvis Mazars as soon as is reasonably practical. Further, you will not copy, alter, delete, use, or otherwise exploit such data, information, and/or functionality and, instead, will treat it with and use the highest degree of care necessary to protect its confidentiality. These obligations of notification and confidentiality will survive the termination of this EULA.

3. Disclaimers & Limitation of Liability

Except to the extent an explicit warranty or representation is made in a separate, written contract, the Software is provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Forvis Mazars, its licensors, its and their affiliates, successors, and assigns disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Software, including without limitation all express, implied, and statutory warranties and conditions of any kind. Without limiting the generality of the foregoing, Forvis Mazars, its licensors, its and their affiliates, successors, and assigns make no warranty that (1) that the operation of the Software or Services will be uninterrupted, bug free, or error free in any or all circumstances, or (2) that any defects in the Software or Services can or will be corrected. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Forvis Mazars, nor its licensors, nor its or their affiliates, nor any of Forvis Mazars' agents or service providers (collectively, the "Forvis Mazars Parties"), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with this Agreement or the Software. Further, to the maximum extent permitted by applicable law and in the absence of any contrary written agreement, the aggregate liability of the Forvis

Mazars Parties arising out of or in connection with this EULA will not exceed the total amounts you have paid to Forvis Mazars for the Software. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. For the avoidance of any doubt, these provisions shall survive termination or expiration of this EULA.

4. Indemnity

You are responsible for any damage caused to Forvis Mazars and/or any other person or entity that has a right to use the Software and was harmed as a result of your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND KEEP INDEMNIFIED Forvis Mazars AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR MISUSE OF THE SOFTWARE. For the avoidance of any doubt, this provision shall survive termination or expiration of this EULA.

5. Termination

This EULA will terminate concurrently according to the understanding by which credentials were originally granted for access and use of the Software. Forvis Mazars reserves the right to terminate this EULA, without cause, with at least 30 days' written notice to you. Forvis Mazars may immediately terminate this EULA if it reasonably concludes that doing so is warranted under the circumstances due to unlawful use or failure to pay.

6. Changes to this EULA by Forvis Mazars

Forvis Mazars reserves the right, in its sole and absolute discretion, to revise, supplement, and/or delete certain terms of this EULA for security, legal, best practice, or regulatory reasons, provided that any such revisions, supplements, and/or deletions do not contravene any separate written agreement between you and Forvis Mazars. Such changes will be effective with or, as applicable, without prior notice to you. You can review the most current version of this EULA in the Software or by requesting the same from Forvis Mazars. You are responsible for checking this EULA periodically for changes. Your continued use of the Product following any revision to this EULA constitutes your acceptance of any and all such changes.

7. Other Terms

This Agreement and any document or information referred to in this EULA constitute the entire agreement between you and Forvis Mazars relating to the subject matter covered by this EULA. All other communications, proposals, and representations with respect to the subject matter covered by this EULA are excluded and, instead, must be memorialized in a separate written agreement executed by an authorized representative of each party involved.

If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal, or unenforceable, that provision will be, to the extent required, deemed to be deleted, and the validity and enforceability of the other provisions of this EULA will not be affected. If any invalid, unenforceable, or illegal provision of this EULA would be valid, enforceable, and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable to reflect the intent of this EULA.

Any action by Forvis Mazars to exercise, or its failure or delay in exercising, any of its rights under this Agreement will not be deemed a waiver of those or any other rights or remedies available in contract, at law, or in equity.

You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

To the extent permitted by applicable law, this EULA, and any disputes or claims arising out of or in connection with it, or its subject matter or formation (including noncontractual disputes or claims) are governed by and construed in accordance with the laws of the United States and the State of Texas, without giving effect to any principles of conflicts of laws. This EULA shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this EULA.

Forvis Mazars' obligations are subject to existing laws and legal process, and Forvis Mazars may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Forvis Mazars, LLP

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than two (2) years from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this

provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars or the City be liable to each other or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether either party was advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Arkansas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is

subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same

agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar

relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kevin Springer, Budget Director
SUBJECT: **2025 Budget Re-appropriation Request**

RECOMMENDATION:

It is recommended to amend the 2025 Adopted Budget by re-appropriating \$218,930,000 in bonded or ongoing capital projects and outstanding obligations and grant funded items. In addition, staff is recommending approval of any changes to this request that may arise due to finalizing the 2024 year-end which would result in a decrease in the total authorized budget.

BACKGROUND:

Budget appropriations for 2024 expired December 31, 2024. Equipment and supplies or services must have been received by December 31 in order to be charged to the 2024 Budget. Some departments have items or services that were budgeted in 2024 but were not delivered or complete by year-end. In these cases, unspent amounts for those projects and items need to be re-appropriated since they were not included in the 2025 Budget. In the case of capital improvement projects, unspent funds are added to any amounts appropriated in the 2025 Budget.

DISCUSSION:

Because of the need for project continuation, staff recommends approval of the attached re-appropriation budget request. City Council is requested to amend the 2025 Adopted Budget by re-authorizing up to \$218,930,000 for purchase commitments and capital improvements as follows:

CATEGORY	OBLIGATED	NON-OBLIGATED	TOTAL
Bonded Capital Projects	\$20,288,531	\$37,228,823	\$57,517,354
Grants / Donations / Reimbursements	9,285,198	0	9,285,198
Operational Obligations	1,546,486	38,715	1,585,201
Capital Improvements Projects (CIP)	95,317,585	55,224,662	150,542,247
Grand Total	\$126,437,800	\$92,492,200	\$218,930,000

A finalized budget amendment will be submitted to City Council as an agenda item during April 2025.

Please find attached a schedule of capital projects by Improvement Type which were included in the 2024

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Budget that were not fully expended during the 2024 fiscal year. The 2024 estimated unreserved fund balance/retained earnings for the respective funds reflected the cost of the requested re-appropriation. These re-budgeted items, therefore, do not impact the estimated fund balance amounts which were forecast in the 2025 Budget.

The re-authorization of prior year's appropriated projects and items are normal budget operating procedures and are generally for one-time expenses. Approval of this request will allow the 2025 Budget to be increased to reflect the attached information. Several of the requested re-authorizations include revenue offset in the form of grant revenues.

Total requested re-budgets for all funds are in the attached worksheet. These amounts will require City Council action. For your information, a summary by Funding Source and Improvement Type is included following this memo. The re-appropriation amounts are broken out into two separate categories:

- Obligated: These items have Contracts/Purchase Orders already issued on them during 2024, and the City will not receive the item and/or service until 2025. All grant items also have contractual obligations.
- Unobligated: These items did not have any Contracts/Purchase Orders issued on them as of 2024.

BUDGET/STAFF IMPACT:

The estimated fund balance for the 2025 Budget was based on the assumption that these 2024 funds would be either spent in 2024 or be re-appropriated. The funds do not increase the use of operating reserves and this request simply retains project funding for identified and scheduled capital improvements for the current fiscal year.

ATTACHMENTS: SRF (#3) , 2025-89 Summary (#4), 2025-89 Detail (#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 #: 2025-89

2025 Budget Re-appropriation Request

A RESOLUTION TO AMEND THE 2025 ADOPTED BUDGET BY RE-APPROPRIATING \$218,930,000.00 IN BONDED OR ONGOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

WHEREAS, budget appropriations for 2024 expired December 31, 2024; and

WHEREAS, capital projects often are constructed and paid for in more than one calendar year which requires the funds appropriated in the initial year for the project to be re-appropriated to the subsequent year to complete the project; and

WHEREAS, certain outstanding obligations and grant funded items must be re-appropriated to complete these obligations or grant funded projects.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, hereby approves an amendment to the 2025 Budget to reflect \$218,930,000.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items as shown on the worksheet attached to this Resolution.

City of Fayetteville Staff Review Form

2025-89

Item ID

2/4/2025

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

Kevin Springer

1/16/2025

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AMEND THE 2025 ADOPTED BUDGET BY REAPPROPRIATING \$218,930,000 IN BONDED OR ON-GOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 280,722,817.00

Expenses (Actual+Encum)

\$ 17,664,994.37

Available Budget

\$ 263,057,822.63

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 218,930,000.00

Remaining Budget

\$ 481,987,822.63

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 300-24

Change Order Number:

Approval Date: 12/4/2024

Original Contract Number:

Comments:

2025 Appropriations (Summary by Fund)

FUNDING SOURCE	OBLIGATED	NON	TOTAL
		OBLIGATED	
1010 - General	3,202,284	576,740	3,779,024
2100 - Street	1,713,648	422,987	2,136,635
2130 - Parking	56,606	358,503	415,109
2180 - Community Development	3,398,977	-	3,398,977
2246 - American Rescue Plan Act (ARPA)	1,874,691	-	1,874,691
2250 - Parks Development	983,607	4,079,824	5,063,431
2300 - Impact Fee	-	4,562,061	4,562,061
2930 - Drug Law Enforcement Grant	359,581	-	359,581
4270 - Disaster & Replacement	-	218,939	218,939
4470 - Sales Tax Capital Improvement	2,956,513	15,251,424	18,207,937
4601 - Bond Program Grant Matching	824,112	7,800,011	8,624,123
4604 - Drainage Projects 2019 Bonds	531,358	-	531,358
4606 - Economic Development 2019 Bonds	1,710,609	618,203	2,328,812
4702 - Street Projects 2022 Bonds	6,237,370	7,452,180	13,689,550
4703 - Trails Projects 2022 Bonds	224,759	92,589	317,348
4704 - Drainage Projects 2022 Bonds	5,873,983	1,222,256	7,096,239
4705 - Parks Projects 2022 Bonds	1,642,063	4,649,801	6,291,864
4707 - City Facilities 2022 Bonds	1,646,884	388,597	2,035,481
4708 - Arts Corridor 2022 Bonds	1,597,393	127,874	1,725,267
4710 - Fire Projects 2022 Bonds	-	172,894	172,894
5400 - Water and Sewer	89,414,245	23,375,603	112,789,848
5500 - Recycling and Trash Collection	188,493	1,499,392	1,687,885
5550 - Airport	746,899	471,057	1,217,956
9700 - Shop	1,253,725	4,446,847	5,700,572
4805 - Parks Projects 2024 Bonds	-	4,798,541	4,798,541
4802 - Street Projects 2024 Bonds	-	9,905,877	9,905,877
Grand Total	126,437,800	92,492,200	218,930,000

2025 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
1 - BONDS	4601 - Bond Program Grant Matching			
	46020 - Streets Project (2019/2022/2024 Bonds)	664,787	4,800,000	5,464,787
	46040 - Drainage Projects (2019/2022 Bonds)	11,575	195,000	206,575
	46060 - Economic Development (2019 Bonds)	147,750	2,805,011	2,952,761
	4604 - Drainage Projects 2019 Bonds			
	46040 - Drainage Projects (2019/2022 Bonds)	531,358	-	531,358
	4606 - Economic Development 2019 Bonds			
	46060 - Economic Development (2019 Bonds)	1,710,609	618,203	2,328,812
	4702 - Street Projects 2022 Bonds			
	46020 - Streets Project (2019/2022/2024 Bonds)	6,237,370	7,452,180	13,689,550
	4703 - Trails Projects 2022 Bonds			
	46030 - Trail Projects (2019/2022 Bonds)	224,759	92,589	317,348
	4704 - Drainage Projects 2022 Bonds			
	46040 - Drainage Projects (2019/2022 Bonds)	5,873,983	1,222,256	7,096,239
	4705 - Parks Projects 2022 Bonds			
	46050 - Park Projects (2019/2022/2024 Bonds)	1,642,063	4,649,801	6,291,864
	4707 - City Facilities 2022 Bonds			
	46070 - City Facilities (2019/2022 Bonds)	1,646,884	388,597	2,035,481
	4708 - Arts Corridor 2022 Bonds			
	46080 - Arts Corridor (2019/2022 Bonds)	1,597,393	127,874	1,725,267
	4710 - Fire Projects 2022 Bonds			
	46100 - Fire Projects (2019/2022 Bonds)	-	172,894	172,894
	4805 - Parks Projects 2024 Bonds			
	46050 - Park Projects (2019/2022/2024 Bonds)	-	4,798,541	4,798,541
	4802 - Street Projects 2024 Bonds			
	46020 - Streets Project (2019/2022/2024 Bonds)	-	9,905,877	9,905,877
1 - BONDS Total		20,288,531	37,228,823	57,517,354

2025 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
2 - GRANTS	1010 - General			
	31607 - Police STEP Grant	78,946	-	78,946
	32011 - Historic Preservation Master Plan Grant (CLG)	15,225	-	15,225
	32104 - Police Community Police Development Grant	359,042	-	359,042
	32201 - YRCC Fayetteville Area Community Foundation Grant	1,717	-	1,717
	32204 - Police - COPS Hiring Program Grant	1,474,551	-	1,474,551
	32205 - Police - Law Enf Mental Health & Wellness (LEMHWA) Grant	159,983	-	159,983
	32207 - AR Historic Preservation Program (CLG Grant)	20,597	-	20,597
	32302 - Trust for Public Land Grant	6,412	-	6,412
	32307 - Safe Routes to School	125,000	-	125,000
	33044 - Police Department Donations	576	-	576
	33045 - Police Law Enforcement State Forfeitures	126,425	-	126,425
	33046 - Police Law Enforcement Fed Forfeitures	314,068	-	314,068
	33047 - Fire Department Act 833/46/Misc Revenue	23,756	-	23,756
	33048 - Animal Services Miscellaneous Donations	132,576	-	132,576
	33051 - Parks & Recreation Donations	37,728	-	37,728
	36029 - Fire - Donations	1,296	-	1,296
	37042 - Police Bulletproof Vests Partnership	1,591	-	1,591
	39012 - District Court Automation	22,047	-	22,047
	39022 - Police JAG Local Solicitation	12,662	-	12,662
	2180 - Community Development			
	32003 - CDBG Donations	24,169	-	24,169
	Community Development Block Grant	3,374,808	-	3,374,808
	2246 - American Rescue Plan Act (ARPA)			
	20023 - AMERICAN RESCUE PLAN GRANT (ARPA)	1,874,691	-	1,874,691
	2930 - Drug Law Enforcement Grant			
	32209 - Police - Dept of Public Safety Equipment Grant	1,156	-	1,156
	33043 - DTF Law Enforcement State Forfeitures	114,411	-	114,411
	38070 - Police High Intensity Drug Trafficking	89,438	-	89,438
	62401 - Police DTF - Prosecutor's Assoc Fund	154,576	-	154,576
	5500 - Recycling and Trash Collection			
	33053 - RTC - Recycling Grant (ADEQ/Boston)	20,791	-	20,791
	5550 - Airport			
	24014 - Airport East Side Hangar	412,500	-	412,500
	32304 - Airport Master Plan Update (3-05-0020-055-2023)	81,891	-	81,891
	32305 - Taxiway E Extension	222,569	-	222,569
2 - GRANTS Total		9,285,198	-	9,285,198

2025 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
3 - OPERATIONAL	1010 - General			
	43020 - Wellness Program	2,784	2,108	4,892
	51022 - Public Access Television Fees	-	8,455	8,455
	62301 - Camp Site Trash and Debris Removal	50,023	5,700	55,723
	62402 - Short-Term Rental Clerk	-	22,452	22,452
	Art services - for YRCC Mural project (2024-639)	7,000	-	7,000
	Design for Rock St. Annex Mural (2024-1005)	10,000	-	10,000
	DRACO Delivery System (2024-1032)	25,625	-	25,625
	LEED construction services and solar work (2024-964)	8,800	-	8,800
	Legal Services - Parking Deck Project (2021-124)	866	-	866
	Legal Services Arts Corridor Civic Plaza (2022-581)	8,899	-	8,899
	Litter Abatement-Genesis Church (2024-152)	6,000	-	6,000
	Monitoring of the Fay Jones Woods (2022-814)	22,122	-	22,122
	New Officer Uniforms/Equip/Police Academy (2024-1064)	23,456	-	23,456
	Parks Mural for 100 West Rock Street (2024-1059)	10,000	-	10,000
	Planning Furniture (2025-126)	30,500	-	30,500
	Remodel Prosecuting Attorney's (2024-1035)	6,500	-	6,500
	Riparian habitat enhance/channel stability (2024-1012)	27,000	-	27,000
	Spring St Parking Liner Spaces (2024-1016)	3,840	-	3,840
	Update 2018 feasibility study (2024-913)	17,499	-	17,499
	YRCC afterschool program rental space (2024-1030)	4,200	-	4,200
	2100 - Street			
	4K Mini Ex with trailer (2024-967)	1,200	-	1,200
	Crushed Rock Salt - Delivered (2024-1017)	23,760	-	23,760
	deco signal pole base (2024-665)	4,705	-	4,705
	Maintenance Lighting (2024-771)	46,500	-	46,500
	Pavement Analysis (2023-935)	31,208	-	31,208
	Trail Lights (2024-966)	46,500	-	46,500
	5400 - Water and Sewer			
	2024 Fuel for WWTPs (2024-166)	51,132	-	51,132
	2024 Management for City's WWTPs (2024-105)	1,021,734	-	1,021,734
	2024 Utility Locate Call Fees for W&S. (2024-120)	8,925	-	8,925
	Citrus TAGR Asphalt Cleaner (2024-103)	2,496	-	2,496
	Cleanup due to a water leak (2024-1077)	1,800	-	1,800
	Concrete Repairs due to water leaks (2024-1052)	2,850	-	2,850
	Landscape repair due to water leaks (2024-1053)	4,950	-	4,950
	5500 - Recycling and Trash Collection			
	Samsara AVL Equipment-Partial RTC Fleet (2024-927)	4,629	-	4,629
	Spools of Wire and Wire Tie Parts (2024-94)	8,689	-	8,689
	Waste Characterization Study (2024-1049)	3,244	-	3,244
	Waste Haulers Audit (2024-684)	14,000	-	14,000
	waste works scale tickets (2024-98)	3,050	-	3,050
3 - OPERATIONAL Total		1,546,486	38,715	1,585,201

2025 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - CIP	1010 - General			
	17008 - Stormwater Utility Feasibility Study	15,549	150,000	165,549
	21012 - Mobility / Trail Improvements	-	31,422	31,422
	23006 - Arts and Culture Master Plan	7,423	11,100	18,523
	46080 - Arts Corridor Bond Matching	-	145	145
	50033 - Raze and Removals	-	108,000	108,000
	57039 - Transfers Between Funds (Non-Project)	-	237,358	237,358
	2100 - Street			
	02053 - Sidewalk Improvements	-	118,515	118,515
	02108 - Other Drainage/Bridge Improvements	-	300,000	300,000
	18001 - Transportation & Fleet Building Improvements	79,775	4,472	84,247
	46060 - Economic Development (Street)	1,480,000	-	1,480,000
	2130 - Parking			
	02057 - Technology Equipment Replacements	-	17,625	17,625
	06001 - Parking Lot Improvements and Overlays	-	18,092	18,092
	18002 - Parking Enforcement Upgrades	-	70,000	70,000
	18003 - Parking Infrastructure Improvements	7,796	48,364	56,160
	19001 - Parking Equipment Replacements	-	22,922	22,922
	24001 - Parking Deck Improvements	48,810	181,500	230,310
	2250 - Parks Development			
	02013 - Neighborhood Park Development	-	1,208,554	1,208,554
	13001 - Community Park Improvements	20,531	1,428,859	1,449,390
	16004 - Park Paving Improvements	-	3,002	3,002
	21005 - Trail Pavilion and Neighborhood Park Improvements	-	4,234	4,234
	22002 - Forestry and Outreach	-	711	711
	22009 - Wilson Pool Improvements	-	33,001	33,001
	24008 - Aquatic Facility Feasibility Study	51,591	5,000	56,591
	33051 - Parks & Recreation Donations	-	9,668	9,668
	46050 - Park Projects Bond Matching	911,485	1,386,795	2,298,280
	2300 - Impact Fee			
	07001 - Police Impact Fee Improvements	-	58,202	58,202
	07002 - Water Impact Fee Improvements	-	999,882	999,882
	07003 - Fire Impact Fee Improvements	-	613,322	613,322
	07004 - Wastewater Impact Fee Improvements	-	2,890,655	2,890,655
	4270 - Disaster & Replacement			
	04038 - Replacement Copier Funds	-	218,939	218,939
	4470 - Sales Tax Capital Improvement			
	02001 - Lights of the Ozarks	-	15,964	15,964
	02006 - Fire Facility Maintenance	61,224	297,287	358,511
	02016 - Trail Development	268,659	1,648,740	1,917,399
	02046 - Building Improvements	-	801,681	801,681
	02047 - Police Facility Improvements	9,983	64,772	74,755
	02052 - In-House Pavement Improvements	26,706	679,790	706,496
	02053 - Sidewalk Improvements	204,579	657,701	862,280
	02055 - Geographic Information System (GIS)	20,000	10,419	30,419
	02056 - Local Area Network (LAN) Upgrades	18,100	111,590	129,690
	02057 - Technology Equipment Replacements	-	113,744	113,744
	02061 - Television Center Equipment	-	37,526	37,526
	02062 - Police Specialized Equipment	-	71,248	71,248
	02063 - Traffic Signal Improvements	3,675	531,916	535,591
	02094 - Document Management	-	19,302	19,302
	02097 - Stormwater Quality Management	-	170,884	170,884
	02108 - Other Drainage/Bridge Improvements	168,967	683,523	852,490
	02116 - Cost Share / ROW / Intersection / Street Calming	252,902	174,589	427,491
	03019 - Fire Equip & Apparatus - Shop Transfer	-	118,803	118,803
	04001 - Telecommunication Systems Upgrades	-	51,761	51,761

2025 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	NON		
		OBLIGATED	OBLIGATED	TOTAL
4 - CIP	04047 - Fayetteville-AR.gov Technical Improvements	-	8,708	8,708
	06002 - Police Technology Improvements	-	127,586	127,586
	06003 - Police Unmarked Vehicle Replacements	-	112,216	112,216
	06035 - Transportation Street Improvements	50,500	2,317,691	2,368,191
	07010 - Budgeting & Planning Software System	-	46,812	46,812
	08001 - Tree Escrow	-	40,209	40,209
	08025 - Time and Attendance	-	166,924	166,924
	09028 - Fiber Optic Cable	18,494	10,890	29,384
	09031 - Storage Area Network (SAN)	-	166,121	166,121
	10017 - Fire Technology Equipment Replacements	-	67,541	67,541
	11004 - Parking Lot Improvements (City Employee)	-	8,164	8,164
	11006 - Police Equipment Replacement	-	4,309	4,309
	11021 - Drainage Maintenance	9,286	112,047	121,333
	13005 - Citywide Building Ins Appraisal Study	-	35,000	35,000
	13007 - Enterprise Data Warehouse System	-	53,438	53,438
	13008 - ERP Upgrade/Replacement	-	20,947	20,947
	13011 - Police Ballistic Protection Replacement	-	142,904	142,904
	13028 - Police Employee Gym	-	3,716	3,716
	13046 - Tyson Factory Sale / Improvements	-	434,777	434,777
	14002 - Animal Services Improvements	250	151,530	151,780
	14003 - City Clerk Document & Records Management	-	215,227	215,227
	15008 - Woolsey Homestead Historic Restoration	50,067	224,994	275,061
	15009 - Building Efficiency Improvements	61,039	6,307	67,346
	15011 - Parks Safety and ADA	-	5,211	5,211
	15012 - Natural Resources Management	-	13,661	13,661
	15013 - Police Weapon Replacement	-	80,495	80,495
	15018 - Wireless Traffic Signal Control	-	199,561	199,561
	16001 - Comprehensive Land Use Plan Update	-	23,238	23,238
	16002 - Firefighting Safety Equipment	18,720	104,027	122,747
	16004 - Park Paving Improvements	-	112,165	112,165
	16007 - Police Marked Vehicle Expansion	-	75,140	75,140
	17005 - Police K9 Replacement	-	25,000	25,000
	18004 - 7-Hills Walker Family Residential Facility	39,130	-	39,130
	18006 - Regional Park Fiber and Network	-	1,242	1,242
	18007 - City Hall A-V Maintenance	-	68,296	68,296
	18009 - Digital Signage Implementation	-	15,918	15,918
	20001 - Apple (Porter) Warehouse Stabilization/Restoration	313,761	53,496	367,257
	20002 - Central Dispatch Center Improvements	-	97,843	97,843
	20004 - Police Radio Replacement	-	1,135	1,135
	21001 - Fire Mobile Radios	-	424,298	424,298
	21002 - Cost Allocation Plan & User Fee Study	15,134	35,500	50,634
	21003 - Pre-Approved Building Designs	86,207	10,612	96,819
	21005 - Trail Pavilion and Neighborhood Park Improvements	-	19,271	19,271
	21008 - ADA Assessment of City-Owned Facilities	-	98,222	98,222
	21016 - Green Space Preservation	-	100,000	100,000
	22001 - Police Firing Range Improvements	-	64,071	64,071
	22002 - Forestry and Outreach	-	11,376	11,376
	22004 - Urban Tree Planting	-	17,976	17,976
	22005 - Climate Resiliency	7	4,875	4,882
	22007 - Police Public Safety Equipment	-	68,836	68,836
	23001 - Central Dispatch UPS Replacement	108,915	11,085	120,000
	23002 - IT HVAC Replacement	-	150,000	150,000
	23003 - Downtown Campus Renovation	24,237	187,722	211,959
	23004 - Parks Impact Fee Study	9,710	51,510	61,220
	23005 - Lake Fayetteville Contractual Services	45,010	445,000	490,010
	23008 - Lighting & Video Detection Improvements	450,677	48,323	499,000

2025 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	NON		
		OBLIGATED	OBLIGATED	TOTAL
4 - CIP	24002 - City Gym Improvements	-	17,689	17,689
	24003 - Downtown Master Plan	-	250,000	250,000
	24004 - Old PD Firing Range	59,799	9,280	69,079
	24005 - Security Cameras	-	25,000	25,000
	24006 - Public Reporting Dashboard	-	36,000	36,000
	24007 - IT Enterprise Application Improvements	4,485	114,116	118,601
	24008 - Aquatic Facility Feasibility Study	22,255	-	22,255
	24009 - Public Art Commission	84,882	46,118	131,000
	24010 - Parks Maint and Improvements	141,041	25,384	166,425
	24011 - Parks Operations Building Maintenance Improvements	33,112	145,583	178,695
	24012 - Trash Removal	275,000	8,074	283,074
	46080 - Arts Corridor Bond Matching	-	1,209,777	1,209,777
	5400 - Water and Sewer			
	02017 - Sanitary Sewer Rehabilitation	104,282	888,249	992,531
	02032 - WWTP Building Improvements	214,479	2,541,913	2,756,392
	02057 - Technology Equipment Replacements	-	2,656	2,656
	02064 - Water & Sewer Rate/Operations Study	12,025	51,896	63,921
	02065 - Water Meters	83,907	43,714	127,621
	02066 - Backflow Prevention Assemblies	12,159	139,224	151,383
	02068 - WWTP Upgrade/Replace Lift Stations	17,157	640,665	657,822
	02069 - WWTP Plant Pumps and Equipment	412,916	523,379	936,295
	03038 - Utilities Financial Services Improvements	21,091	38,617	59,708
	04039 - Water & Sewer Impact Fee Cost Sharing	954,000	1,217,957	2,171,957
	09028 - Fiber Optic Cable	-	811	811
	10006 - Benson Mountain Pressure Plane Upgrade	-	75,357	75,357
	10007 - Water & Sewer Improvements Defined by Study	-	750,792	750,792
	10027 - Phosphorus Standards Management	-	254,916	254,916
	11011 - Water & Sewer Relocations	2,072,042	7,226,892	9,298,934
	11013 - Wetlands Bank Construction	159,321	121,785	281,106
	12009 - Water System Rehabilitation & Replacement	8,423,208	783,497	9,206,705
	13018 - Wastewater Treatment/Water Quality Improvements	59,590	402,868	462,458
	13019 - Water & Sewer Equipment Expansions	-	40,414	40,414
	14010 - Water Tank Improvements	111,108	2,281,288	2,392,396
	15019 - Utilities Technology Improvements	-	1,146,394	1,146,394
	15020 - Water & Sewer Building/Office Improvements	-	234,634	234,634
	15021 - Water Storage & Pump Station Maintenance	-	480,045	480,045
	17004 - Lake Sequoyah Sediment Removal/Dredging	-	99,869	99,869
	18015 - West Water Transmission Line	75,663,073	3,387,771	79,050,844
	5500 - Recycling and Trash Collection			
	02057 - Technology Equipment Replacements	-	15,412	15,412
	09028 - Fiber Optic Cable	-	47,297	47,297
	10001 - RTC - Solid Waste Compactors	-	308,785	308,785
	10004 - RTC - Rate Study	103,770	62,360	166,130
	13021 - RTC - Office & Transfer Station Exp	607	4,336	4,943
	15009 - Building Efficiency Improvements	1	-	1
	15024 - RTC - Container Maint Building Upgrade	-	13,290	13,290
	18016 - RTC - Master Plan Expansion	29,712	707,106	736,818
	18017 - RTC - Scale House Improvements	-	34,664	34,664
	19004 - RTC - Route Optimization & RFID System	-	1,696	1,696
	19005 - RTC - Truck Electrical Outlets & Block Heaters	-	12,000	12,000
	20006 - RTC - Compost Site Improvements	-	275,873	275,873
	24013 - RTC - Compactors & Containers	-	16,573	16,573
	5550 - Airport			
	05046 - Airport Expansion Equipment (AIP#21 REV)	-	14,118	14,118
	15026 - Airport Lighting Improvements	-	29,088	29,088
	15029 - Airport Engineering Consultant Services	5,819	2,489	8,308

2025 Appropriations (Detail)

CATEGORY	FUNDING SOURCE	NON		
		OBLIGATED	OBLIGATED	TOTAL
4 - CIP	18019 - Airport Equipment Replacement	4,900	72,072	76,972
	18020 - Airport Terminal Improvements	-	57,852	57,852
	21009 - Airport Fuel Farm Rehabilitation	7,070	37,299	44,369
	21010 - Airport Movement Pavement Rehabilitation	-	76,000	76,000
	21011 - Airport T-hangar Rehabilitation	12,150	142,139	154,289
	24015 - Airport Street Side Improvements	-	40,000	40,000
	9700 - Shop			
	02076 - Fleet - Backhoes / Loaders	-	886,046	886,046
	02077 - Fleet - Construction Equipment	691,036	1,234,704	1,925,740
	02078 - Fleet - Light / Medium Utility Vehicles	53,298	303,142	356,440
	02079 - Fleet - Heavy Utility Vehicles	302,209	288,913	591,122
	02080 - Fleet - Other Vehicles / Equipment	-	681,323	681,323
	02081 - Fleet - Police / Passenger Vehicles	575	169,500	170,075
	02082 - Fleet - Recycling & Trash Vehicles / Equipment	-	300	300
	02083 - Fleet - Tractors / Mowers	-	698,482	698,482
	18001 - Transportation & Fleet Building Improvements	-	116,255	116,255
	20007 - Fleet Management System Upgrade	-	47,633	47,633
	20008 - Fleet Fixed Assets	206,607	15,798	222,405
	21006 - Fleet Shop Expansion	-	4,751	4,751
4 - CIP Total		95,317,585	55,224,662	150,542,247
Grand Total		126,437,800	92,492,200	218,930,000



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **APPROVAL OF (2) COLLISION REPAIR SERVICE CONTRACTS**

RECOMMENDATION:

CITY COUNCIL TO AWARD RFP 24-13 TO ROY LOVELL DBA QUALITY COLLISION OF FAYETTEVILLE ARKANSAS AND BRUCKNER'S TRUCK AND EQUIPMENT OF LOWELL ARKANSAS FOR COLLISION REPAIR SERVICES.

BACKGROUND:

In order to get the best pricing for body damage on City vehicles, RFP 24-13 was put out on October 6th, 2024. The RFP was solicited to lock in pricing and define the general repair needs of the city.

DISCUSSION:

The City received (2) submittals for RFP 24-13, one from Quality Collision who can perform repairs on light automotive up to medium duty vehicles and secondly Bruckner Truck and Equipment who specialize in Heavy truck and Fire apparatus. The selection committee was in agreement to enter into a contract with both businesses to cover all the needs of our diverse fleet.

Fleet recommends approval of both contracts.

BUDGET/STAFF IMPACT:

Estimated repair costs have been budgeted within Fleet Operations annual operating budget.

ATTACHMENTS: SRF (#3) , Contract - RFP 24-13 Bodywork Repairs Quality Collision 011725 (#4), RFP 24-13, Appendix B - Quality's Submittal (#5), RFP 24-13 Appendix C - COI - Quality Collision 011725 (#6), Contract - Body Shop RFP 24-13 Bruckner's Truck (#7), RFP 24-13, Appendix B - Bruckner's Submittal (#8), RFP 24-13, Appendix C - COI - Bruckner Truck Sales, Inc. - Exp 07.01.25 (#9), RFP 24-13, Appendix A - City Issued RFP (#10)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-61

APPROVAL OF (2) COLLISION REPAIR SERVICE CONTRACTS

A RESOLUTION TO AWARD RFP 24-13 AND AUTHORIZE ONE YEAR CONTRACTS WITH ROY LOVELL DBA QUALITY COLLISION OF FAYETTEVILLE AND BRUCKNER'S TRUCK AND EQUIPMENT OF LOWELL FOR COLLISION REPAIR SERVICES, WITH AUTOMATIC RENEWALS FOR FOUR ADDITIONAL ONE YEAR TERMS

WHEREAS, the City issued RFP 24-13 seeking the best pricing for the repair of body damage to City vehicles; and

WHEREAS, the City received two submittals, one from Quality Collision which can perform repairs on light automotive up to medium duty vehicles and one from Bruckner Truck and Equipment which specializes in heavy trucks and fire apparatus; and

WHEREAS, the selection committee recommended contracting with both businesses to cover all the needs of the City's diverse fleet.

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 RFP 24-13 and authorizes one year contracts with Roy Lovell DBA Quality Collision of Fayetteville and Bruckner's Truck and Equipment of Lowell for collision repair services for the rates set forth in Appendix B of each contract, with automatic renewals for four additional one year terms.

City of Fayetteville Staff Review Form

2025-61

Item ID

2/4/2025

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

Ross Jackson

1/10/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

CITY COUNCIL TO AWARD RFP 24-13 TO QUALITY COLLISION OF FAYETTEVILLE ARKANSAS AND BRUCKNER'S TRUCK AND EQUIPMENT OF LOWELL ARKANSAS FOR A COLLISION REPAIR SERVICE CONTRACT.

Budget Impact:

9700.770.1910-5315.00

Fleet Operations - Contract Services

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 377,100.00

Expenses (Actual+Encum)

\$ 45,600.00

Available Budget

\$ 331,500.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 331,500.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



This contract executed this _____ day of _____, 2025, between the City of Fayetteville, Arkansas (CITY), of 113 W. Mountain, Fayetteville, AR 72701 and Roy Lovell dba Quality Collision Repair (**Lovell**) of 1414 S. Happy Hollow Rd., Fayetteville, AR 72701, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the Collision Repair Services for the City of Fayetteville (the “Project”), as defined in the scope of work of RFP 24-13, Collision Repair Services.
2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **Lovell** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: CITY Issued Solicitation for RFP 24-13, Collision Repair Services
 - b. Appendix B: **Roy Lovell dba Quality Collision Repair’s** RFP Submittal
 - c. Appendix C: **Roy Lovell dba Quality Collision Repair’s** Certificate of Insurance
3. City’s Responsibilities:
 - a. The City shall make available to **Lovell**, all relevant information or data it has pertinent to the Project which is required by **Lovell** to perform the Services. **Lovell** shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of **Lovell** or otherwise.
 - b. When requested by **Lovell**, the City may engage specialist consultants directly to perform items of work necessary to enable **Lovell** to carry out the Services. Whether arranged by the City or **Lovell**, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by **Lovell**.
 - c. The City shall give prompt consideration to all documentation related to the Project prepared by **Lovell** and whenever prompt action is necessary shall inform **Lovell** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.
 - d. The City of Fayetteville’s Fleet Operations Superintendent is the project representative with respect to the services to be performed under this Agreement. The Fleet Operations Superintendent shall have complete authority to transmit instructions, receive information,

interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

4. QUALITY's Responsibilities:

- a. **Lovell** shall furnish the necessary qualified personnel to provide the Services. **Lovell** represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, **Lovell** will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure **Lovell** 's performance. There are no other representations or warranties expressed or implied made by **Lovell**.

5. Non-Assignment: **Lovell** shall not assign its duties under the terms of this agreement without prior written consent of the City.

6. Indemnification and Hold Harmless:

- a. **Lovell** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from **Lovell's** performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.
- b. Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against **Lovell** under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall not exceed \$500,000. As the City of Fayetteville's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against **Lovell** and not against any of **Lovell's** employees, officers or directors. Neither the City of Fayetteville nor **Lovell** shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance:

- a. **Lovell** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 24-13. If applicable, **Lovell** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **Lovell** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
 - i. **Lovell** shall carry the following coverages, at minimum:
 1. Worker's Compensation Insurance – Statutory Amount
 2. Automotive Insurance covering all vehicles and trailers, if applicable
 3. General Liability - \$1,000,000 each occurrence, \$3,000,000 aggregate
 - ii. Certificates of Insurance shall list the City of Fayetteville as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City of Fayetteville listed as an additional insured.

8. Price:

- a. **Lovell** shall perform the services included in this proposal, over the length of 5 years, using the fee breakdown for services and purchases as identified in Appendix B.
 - i. Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis, subject to pre-approval.

9. Payments:

- a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.
- b. Unless disputed by the City, payments shall be made **30 calendar days after acceptance of invoice**. Electronic delivery to the City is preferred.

10. Terms: This contract shall be effective for one (1) year from City Council approval and shall be automatically renewable for up to four (4) annual, automatic renewals for a possible contract term of five (5) years.

11. Ownership of Documents:

- a. All documents provided by the City are and remain the property of the City. **Lovell** may retain reproduced copies of drawings and copies of other documents.

- b. All documents and records, whether in physical or electronic format, prepared by **Lovell** or its subconsultant as part of the Project shall become the property of City; provided, however, that **Lovell** shall have the unrestricted right to their use.
 - c. **Lovell** shall retain its rights in its standard document details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **Lovell**.
 - d. **Lovell** will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
12. Independent Contractor: **Lovell** is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **Lovell** is responsible for its agents, sub-consultants, methods, and operations.
13. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.
14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
15. Termination: This Contract may be terminated by the City of Fayetteville or **Lovell** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay **Lovell** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.
16. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees. No modification of this contract shall be

binding unless made in writing and executed by both parties.

17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **Lovell's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
19. Professional Responsibility: **Lovell** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
20. Permits & Licenses: **Lovell** shall secure and maintain any and all permits and licenses required to complete this Contract.
21. Publications: Recognizing the importance of professional development on the part of **Lovell's** employees and the importance of **Lovell's** public relations **Lovell** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Lovell's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **Lovell**. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Lovell's** activities pertaining to any such publication shall be for **Lovell's** account.
22. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **Lovell** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Lovell**. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.
23. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay **Lovell** for services actually rendered.

24. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

25. Debarment Certification: **Lovell** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. 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. **Lovell** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **ROY LOVELL DBA QUALITY COLLISION REPAIR** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

ROY LOVELL DBA QUALITY COLLISION REPAIR

By: _____

MOLLY RAWN, MAYOR

By: Roy Lovell

ROY LOVELL, OWNER

ATTEST:

By: _____

Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 1/17/25



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 24-13
Quality Collision Repair
Roy Lovell dba
Supplier Response

Event Information

Number: RFP 24-13
Title: Collision Repair Services
Type: Request for Proposal
Issue Date: 10/6/2024
Deadline: 10/30/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, seeks proposals from qualified firms to collision repairs to City vehicles and/or equipment. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss, Sr. Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Quality Collision Repair Information

Contact: Lillian Lovell
Address: 1414 S. Happy Hollow Rd.
Fayetteville, AR 72701
Phone: (479) 521-6088
Email: lillian@qcr2005.com
Web Address: www.quality-collisionrepair.com

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

Lillian Lovell

Signature

lillian@qcr2005.com

Email

Submitted at 10/30/2024 09:50:35 AM (CT)

Requested Attachments

RFP 24-13, Collision Repair Services

Microsoft Word - RFP 24-13,
Collision Repair Services -
Draft.pdf

Please attach the signed and completed RFP form, including any additional information, located in the 'Attachments' tab, along with proposal.

Response Attachments

signature page.png

Signature Page of application

WrittenLifetimeWarranty.png

Written Lifetime Warranty

Bid Attributes

1 Arkansas Secretary of State Filing Number

No response

2 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

3 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

4 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☒ I agree

RFP 24-13, Collision Repair Services
Appendix B
Quality's Submittal

1. **COMPANY INFORMATION:** The following information is required from all firms so all Proposals may be reviewed and properly evaluated:

- a. Company Name: Quality Collision Repair
- b. Number of Years in Business: 20 Length in Current Location: 20
- c. Current Number of Mechanics/Technicians: 10
- d. Average Years of Personnel Experience: 10
- e. Hours of Operations: Mon: 8-5 Tues: 8-5 Wed: 8-5 Thur: 8-5
Fri: 8-5 Sat: _____ Sun: _____
- f. Do you have a frame machine on site? YES
- g. Please list ALL certifications possessed by personnel: ASE, I-CAR GOLD, OEM

- h. Please list any awards/recognitions received within the last 3 years: Best NWA 2022 2023 2024

- i. What are your towing capabilities? Sublet

- j. Please list and specify any vehicles or repairs you cannot accommodate: Alignment Machine cannot
Accommodate 550 trucks. We take them to a Sublet shop for that

3. **REFERENCES:** Please list four (4) references that you have previously performed contract services for within the past five (5) years (all fields must be completed):

1. McBride Distributing

COMPANY NAME

2849 S.School,Fayetteville,Ar72701

CITY, STATE, ZIP

Marty Post

CONTACT PERSON

479-595-4049

TELEPHONE

FAX NUMBER

marty@mcbridedist.com

E-MAIL ADDRESS

2. University Of Arkansas Police Dept.

COMPANY NAME

155 S.Razorback Rd.,Fayetteville,Ar.72701

CITY, STATE, ZIP

Greg Foster

CONTACT PERSON

479-575-7534

TELEPHONE

FAX NUMBER

gregf@uark.edu

E-MAIL ADDRESS

3. Washington County Sheriff Dept

COMPANY NAME

1155 W.Clydesdale Dr,Fayetteville,Ar72701

CITY, STATE, ZIP

Christy Pinkley

CONTACT PERSON

479-444-5777

TELEPHONE

FAX NUMBER

cpinkley@washingtoncountyar.gov

E-MAIL ADDRESS

4. CR Crawford

COMPANY NAME

1102 S. Happy Hollow Rd.,Fayetteville,Ar72701

CITY, STATE, ZIP

David Harvey

CONTACT PERSON

479-251-1161

TELEPHONE

FAX NUMBER

dharvey@crcrawford.com

E-MAIL ADDRESS

1. COST PROPOSAL:

The Contractor agrees to provide the requested services/installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

a. Proposed Warranty Period and Limitations (if any):

Body: Lifetime (see attached written warranty on collision repairs)

Paint: Lifetime

Mechanical Repairs: Lifetime

b. Proposed Labor Rates:

<u>Service</u>	<u>Rate</u>	<u>Unit</u>
Body Work Repairs	\$ 65.00 Labor P&B	Per Hour
Paint/Refinishing Repairs	\$ 45.00 Materials	Per Hour
Mechanical Repairs	\$ 90.00	Per Hour
Fiberglass Repairs	\$ 65.00	Per Hour
Specialty Equipment Repairs	\$ 65.00	Per Hour
Vinyl Decal Repairs/Removals	\$ 65.00	Per Hour
Hazardous Waste Removals	\$ 5.00	*Applicably Specified (job, vehicle, load, etc..)
Detailed Cleaning (Wash, Vacuum, wipe downs)	\$ N/C with Repairs	Per Vehicle

- c. Proposed Contractor's markup for repair parts: 25 %
- d. Proposed percentage of markup, if any, on sublet repairs: 0 %
- e. Proposed reference used for hourly labor repair estimates: CCC estimating system (MOTOR)
- f. Is contractor willing to travel to Fleet's facility (1525 S. Happy Hollow Road, Fayetteville, AR 72701) to provide an estimate on a vehicle or for transport to and from Fleet? If not, please specify if there would be exceptions:

YES

- g. Proposed price for painting (including total prep time) vehicle categories indicated below:

Category	Entire Vehicle/Item	Door	Hood	Fender	Tailgate / Hatch	Bumper
Car	\$ 3722.72	\$ 422.54	\$ 513.63	\$ 408.27	\$ 381.93	\$ 368.76
Compact Car	\$ 3137.20	\$ 367.76	\$ 301.81	\$ 338.03	\$ 338.03	\$ 338.03
Van/SUV	\$ 5147.28	\$ 408.27	\$ 513.63	\$ 368.76	\$ 421.44	\$ 513.63
Regular Cab Pickup	\$ 4477.80	\$ 460.95	\$ 513.63	\$ 460.95	\$ 368.76	\$ 329.25
Extended Cab Pickup	\$ 4624.87	\$ 460.95	\$ 513.63	\$ 460.95	\$ 368.76	\$ 329.25
Crew Cab Pickup	\$ 5103.38	\$ 460.95	\$ 513.63	\$ 460.95	\$ 367.76	\$ 329.25
Motorcycle	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Trailer	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Heavy Trucks and Fire Apparatus (may include, but not limited to Sewer/Vac trucks, trash/recycling collection trucks, dump trucks, and other various specialty type heavy vehicles.						
Fire Apparatus	\$ N/A	\$ 368.76	\$ 700.00	\$ 500.00	\$ 421.49	\$ 513.63
Heavy Duty Truck	\$ N/A	\$ 460.95	\$ 700.00	\$ 500.00	\$ 421.49	\$ 513.63

2. PRICES:

- a. All prices quoted (based on hourly labor rates) shall remain firm for the initial contract period.
- b. If the contract is renewed, prices may be adjusted during each renewal contract period according to the terms listed within the *Price Escalation/ De-escalation* below.

3. ESCALATION/DE-ESCALATION:

- a. Contractor may request an hourly labor rate price adjustment no more than one (1) time during any Contract (renewal) period. Renewals are one (1) year from Contract award by Fayetteville City Council.
- b. Price adjustments shall be based on the percentage change of the Consumer Price Index – Urban Wage Earners, and Clerical Workers (CPI-W) United States City Average; not seasonally adjusted for Series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current Contract *labor rates* in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all repair work requested *on or after that date*. All in shop/in progress work shall be completed and billed at the previous Contract price.
- c. **Price adjustments will not be automatic.** The Contractor shall submit a written request to the City's Fleet Division.
- d. Based on economic factors and/or market conditions, Fleet reserves the right to request a reduction in price at any time during the Contract period. The same index shall be applied in the same manner as above for price de-escalation adjustment(s).

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

- a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must 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.
- i. 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. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- ☒ 1) NO KNOWN RELATIONSHIP EXISTS
- ☐ 2) RELATIONSHIP EXISTS (Please explain): _____
- _____
- _____

- b. 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.
- c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.
- d. 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.
- e. 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.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: Quality Collision Repair

Primary Contact: Lillian Lovell Title of Primary Contact: Manager

Phone Number (cell preferred): 479-601-2815

E-Mail Address: lillian@qcr2005.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/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

4. DEBARMENT CERTIFICATION:

- 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.
- 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.
- 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.

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: Roy Lovell dba Quality Collision Repair

PHYSICAL ADDRESS: 1414 S. Happy Hollow Rd., Fayetteville, AR., 72701

MAILING ADDRESS: 1414 S. Happy Hollow Rd., Fayetteville, AR., 72701

TAX ID #: 71-0827318 AR. SECRETARY OF STATE FILING #: Sales permit 286806-72-001

PHONE: 479-521-6088 FAX: _____

E-MAIL: lillian@qcr2005.com

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

SIGNATURE: Roy Lovell

PRINTED NAME: Roy Lovell

TITLE: Owner DATE: 10/30/24

END OF RFP DOCUMENT

QUALITY COLLISION REPAIR

1414 S. Happy Hollow Rd. • Fayetteville, AR 72701 • 479-521-6088 • Fax: 479-521-6083 • www.quality-collisionrepair.com

WRITTEN WARRANTY

This is a fragmented seven-part Limited Warranty, and stipulations pertaining to each fragmented part are stated hereafter:

- 1. METALWORK:** Provided is a **LIFETIME LIMITED WARRANTY**, from effective date stated herein, on all metalwork and framework, to include welding and the application of materials utilized in making collision repairs against cracking, flaking, pitting or deterioration, excluding rust repairs.
- 2. PAINTING, STRIPES AND DECALS:** Provided is a **LIFETIME LIMITED WARRANTY**, from effective date stated herein, on painting-related priming and paint work against solvent blistering, peeling, hazing, and excessive loss of pigmentation, and, a **LIFETIME LIMITED WARRANTY** on the application and adhesion of decorative stripes and decals.
- 3. MECHANICAL REPAIRS:** Provided is a **LIFETIME LIMITED WARRANTY**, from effective date stated herein, on all mechanical repairs pertaining directly to original collision damage.
- 4. PARTS:** Provided is a **LIFETIME LIMITED WARRANTY**, from effective date stated herein, unless manufacturer's warranty is less or more, on new parts installed by or at the Shop. (Please Note: Shop warranty does not exceed manufacturer's warranty.)
- 5. SECTION 1-4:** The shop will repair, repaint, or replace any items in section 1-4, when claim is made while the present owner stated herein owns the vehicle, unless caused by or damaged resulting from unreasonable use, maintenance, or care of the vehicle. **THIS WRITTEN WARRANTY** shall be null and void if the repair is altered, adjusted or tampered with by any person not authorized by Warranty Grantor.
- 6. SPECIFICALLY EXCLUDED:** **A.** Incidental costs, such as towing fees, car rental charges, travel expenses, or assemblies and components which are not specifically covered by this **LIMITED WARRANTY**, nor are consequential damages such as damage to other assemblies and components resulting from a defective part or installation of such part installed or repaired during the repair. **B.** Rust. Surface rust, rust through, and/or damage caused by rusting of interior or exterior panels is not covered. **THIS STATES ALL THE LIMITED WARRANTIES** made by the Shop and contains the only promises for which it will be responsible.
- 7. CUSTOMER'S OBLIGATIONS:** In order to obtain the benefits of this warranty, the owner of the vehicle must do the following: **A.** Present the owner's copy of this warranty document to the warrantor before requesting warranted repairs or parts; **B.** Have any warranted repair, adjustment, or inspection made only at the premises of the warrantor during normal business hours.

ALL WARRANTIES implied by law, including the warranties of merchantability and fitness for a particular purpose, are hereby limited to the warranty period herein and shall expire at the end of such period.

This **WRITTEN WARRANTY** shall not be varied, supplemented, qualified or interpreted by any prior course of dealings. This **WRITTEN WARRANTY** shall be null and void if the repair is altered, adjusted or tampered with by any person not authorized by the above named shop. This warranty is not transferable.

PRESENTED TO:

Name City of Fayetteville

Warranty No. _____ Repair Order No. _____

Vehicle _____ Date of Repair ____ / ____ / ____

Authorized by _____ Date ____ / ____ / ____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER YouZoom Insurance Services, Inc. 10801 Mastin Blvd Ste 950 Overland Park KS 66210	CONTACT NAME: PHONE (A/C, No, Ext): 888-240-8803 FAX (A/C, No): 877-835-1833 E-MAIL ADDRESS: AMServiceCenter@arrowheadgrp.com
INSURED Roy Lovell dba Quality Collision Repair 1414 S Happy Hollow Rd Fayetteville AR 72701-7255	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd. INSURER B: Property and Casualty Insurance Company of Hartford INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1054270412**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		37SBABK2VT0	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			37SBABK2VT0	12/6/2024	12/6/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	37WECBK9J2S	12/6/2024	12/6/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Garagekeepers			37SBABK2VT0	12/6/2024	12/6/2025	Limit 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Fayetteville
113 West Mountain St
Fayetteville AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

YouZoom Insurance Services, Inc.

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This contract executed this _____ day of _____, 2025, between the City of Fayetteville, Arkansas (CITY), of 113 W. Mountain, Fayetteville, AR 72701 and Bruckner's Truck and Equipment (BRUCKNER'S) of 324 S. Bloomington, Lowell, AR 72745, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Purpose:** The purpose of this Contract is to provide the terms and conditions necessary for the Collision Repair Services for the City of Fayetteville (the "Project"), as defined in the scope of work of RFP 24-13, Collision Repair Services.
2. **Contract Documents:** The Contract documents which comprise the contract between the City of Fayetteville and BRUCKNER'S consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: CITY Issued Solicitation for RFP 24-13, Collision Repair Services
 - b. Appendix B: BRUCKNER'S RFP Submittal
 - c. Appendix C: BRUCKNER'S Certificate of Insurance
3. **City's Responsibilities:**
 - a. The City shall make available to BRUCKNER'S, all relevant information or data it has pertinent to the Project which is required by BRUCKNER'S to perform the Services. BRUCKNER'S shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of BRUCKNER'S or otherwise.
 - b. When requested by BRUCKNER'S, the City may engage specialist consultants directly to perform items of work necessary to enable BRUCKNER'S to carry out the Services. Whether arranged by the City or BRUCKNER'S, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by BRUCKNER'S.
 - c. The City shall give prompt consideration to all documentation related to the Project prepared by BRUCKNER'S and whenever prompt action is necessary shall inform BRUCKNER'S of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.
 - d. The City of Fayetteville's Fleet Operations Superintendent is the project representative with respect to the services to be performed under this Agreement. The Fleet Operations

Superintendent shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

4. BRUCKNER'S Responsibilities:

- a. **BRUCKNER'S** shall furnish the necessary qualified personnel to provide the Services. **BRUCKNER'S** represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, **BRUCKNER'S** will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure **BRUCKNER'S** performance. There are no other representations or warranties expressed or implied made by **BRUCKNER'S**.

5. Non-Assignment: **BRUCKNER'S** shall not assign its duties under the terms of this agreement without prior written consent of the City.

6. Indemnification and Hold Harmless:

- a. **BRUCKNER'S** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from **BRUCKNER'S** performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.
- b. Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against **BRUCKNER'S** under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall not exceed \$500,000. As the City of Fayetteville's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against **BRUCKNER'S** and not against any of **BRUCKNER'S** employees, officers or directors. Neither the City of Fayetteville nor **BRUCKNER'S** shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance:

- a. **BRUCKNER'S** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 24-13. If applicable, **BRUCKNER'S** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **BRUCKNER'S** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
 - i. **BRUCKNER'S** shall carry the following coverages, at minimum:
 1. Worker's Compensation Insurance – Statutory Amount
 2. Automotive Insurance covering all vehicles and trailers, if applicable
 3. General Liability - \$1,000,000 each occurrence, \$3,000,000 aggregate
 - ii. Certificates of Insurance shall list the City of Fayetteville as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City of Fayetteville listed as an additional insured.

8. Price:

- a. **BRUCKNER'S** shall perform the services included in this proposal, over the length of 5 years, using the fee breakdown for services and purchases as identified in Appendix B.
 - i. Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis, subject to pre-approval.

9. Payments:

- a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.
- b. Unless disputed by the City, payments shall be made **30 calendar days after acceptance of invoice**. Electronic delivery to the City is preferred.

10. Terms: This contract shall be effective for one (1) year from City Council approval and shall be automatically renewable for up to four (4) annual, automatic renewals for a possible contract term of five (5) years.

11. Ownership of Documents:

- a. All documents provided by the City are and remain the property of the City. **BRUCKNER'S** may retain reproduced copies of drawings and copies of other documents.

- b. All documents and records, whether in physical or electronic format, prepared by **BRUCKNER'S** or its subconsultant as part of the Project shall become the property of City; provided, however, that **BRUCKNER'S** shall have the unrestricted right to their use.
 - c. **BRUCKNER'S** shall retain its rights in its standard document details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **BRUCKNER'S**.
 - d. **BRUCKNER'S** will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
12. Independent Contractor: **BRUCKNER'S** is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **BRUCKNER'S** is responsible for its agents, sub-consultants, methods, and operations.
13. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.
14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
15. Termination: This Contract may be terminated by the City of Fayetteville or **BRUCKNER'S** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay **BRUCKNER'S** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.
16. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and

the City Council in **advance** of the change in scope, cost or fees. No modification of this contract shall be binding unless made in writing and executed by both parties.

17. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
18. **Contract Administration:** The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **BRUCKNER'S** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
19. **Professional Responsibility:** **BRUCKNER'S** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
20. **Permits & Licenses:** **BRUCKNER'S** shall secure and maintain any and all permits and licenses required to complete this Contract.
21. **Publications:** Recognizing the importance of professional development on the part of **BRUCKNER'S** employees and the importance of **BRUCKNER'S** public relations **BRUCKNER'S** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **BRUCKNER'S** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **BRUCKNER'S**. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **BRUCKNER'S** activities pertaining to any such publication shall be for **BRUCKNER'S** account.
22. **Entire Agreement:** These Contract documents constitute the entire agreement between the City of Fayetteville and **BRUCKNER'S** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **BRUCKNER'S**. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.
23. **Force Majeure:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay **BRUCKNER'S** for services actually rendered.

24. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

25. Debarment Certification: BRUCKNER'S hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. 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. BRUCKNER'S hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and BRUCKNER'S TRUCK AND EQUIPMENT by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

BRUCKNER'S TRUCK AND EQUIPMENT

By: _____
MOLLY RAWN, MAYOR

By: Matt Ernst
MATT ERST, GENERAL MANAGER

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 1/6/2025



CITY OF
FAYETTEVILLE
ARKANSAS

RFP 24-13

Bruckner's Truck & Equipment Supplier Response

Event Information

Number: RFP 24-13
Title: Collision Repair Services
Type: Request for Proposal
Issue Date: 10/6/2024
Deadline: 10/30/2024 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, seeks proposals from qualified firms to collision repairs to City vehicles and/or equipment. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss, Sr. Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Bruckner's Truck & Equipment Information

Contact: Matt Ernst
Address: 9471 East I 40 Amarillo, TX 79
amarillo, TX 79118
Phone: (479) 770-6040
Email: mernst@brucknertruck.com

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

Matt Ernst

Signature

Submitted at 10/29/2024 07:58:26 PM (CT)

mernst@brucknertruck.com

Email

Supplier Note

We appreciate the opportunity to continue our partnership into the future.

Requested Attachments

RFP 24-13, Collision Repair Services

City of Fayetteville RFP 24-13
Collision Repair Services.pdf

Please attach the signed and completed RFP form, including any additional information, located in the 'Attachments' tab, along with proposal.

Bid Attributes

1	Arkansas Secretary of State Filing Number: No response
2	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
3	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

4 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☒ I agree

RFP 24-13, Collision Repair Services
Appendix B
Bruckner's Submittal



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 24-13, Collision Repair Services

DEADLINE: Wednesday, October 30, 2024 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 10/06/2024

REQUEST FOR PROPOSAL
RFP 24-13, Collision Repair Services

No late proposals shall be accepted. RFPs shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

City of Fayetteville, AR
Request for Proposal
RFP 24-13, Collision Repair Services

The City of Fayetteville, Arkansas, seeks proposals from qualified firms to collision repairs to City vehicles and/or equipment. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Thursday, October 30, 2024 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. A current registration with the Arkansas Secretary of State shall be valid at time of Contract award.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville

By: Amanda Beilfuss, Sr. Purchasing Agent

P: 479.575.8220 abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 10/06/2024

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. References
- b. Current Customers
- c. Equipment and Safety Measures
- d. Cost Summary
- e. Additional Services (OPTIONAL)
- f. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 - i. **Option 1 –Electronic Submittal (*strongly encouraged*):** Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 - ii. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.
- g. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- h. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response provides clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest(s) of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

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

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

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

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected. Insurance shall remain valid throughout contract completion.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit an RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

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1. INTRODUCTION:

The City of Fayetteville is requesting proposals from qualified proposers to provide automotive body damage repair services and related mechanical repairs to city vehicles. This shall include, but is not limited to; cars, trucks (light and heavy), vans, fire apparatuses, trailers, etc. **The intent is to establish annual contracts with multiple qualified firms for these services.** The awarded Proposer ("Contractor") are encouraged to submit proposals for all or any combination of vehicle class categories shown:

Car	17	6-Toyota	2- Ford	9- Other
Van/SUV	102	87- Chevy	4- Honda	11- Other
Light Duty Truck	149	59- Ford	7- Chevy	83- Other
Heavy Duty Truck	125	27- Freightliner	23- Peterbilt	75- Other
Off Road	165	34- Bobcat	28- Caterpillar	103- Other
Trailers	128	9- Triple Star	6- Bellwether	113- Other
Motorcycle	5	Harley		

Repairs for other specialized equipment not listed above may also be needed.

2. SCOPE OF WORK:

The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned and/or maintained vehicles and equipment.

- a. **Estimates** – Repairs shall only be authorized by and compensated for, to the extent as specified in the written damage repair estimate (the "estimate") provided to the City's Fleet Division ("Fleet") by the Contractor, or provided by the insurance adjuster to Fleet and the Contractor. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior approval from Fleet and/or insurance provider.
 - i. Estimates shall clearly indicate supplied parts and repair materials as:
 1. New Original Equipment Manufacturers (OEM)
 2. New "after-market"
 3. Used OEM
 - ii. Labor estimates shall be based upon and supported by standard reference publications generally recognized for the use by the auto body repair industry, such as CCC Pathways software, Mitchell's, or Motor's Collision Repair manuals. The estimates shall state the reference publication used.
 - iii. Estimated completion times shall be furnished on each estimate. Fleet may approve additional time to complete repairs for previously hidden damages or non-availability of repair parts upon Contractor's request and documentation.

- b. **Repairs** – Quality of the completed work for fit, finish, sheet metal work, overall painting, paint blending, and patching must be acceptable to Fleet.

- i. The standards for repairs are:
 - 1. Repaired surface area(s) shall match the rest of the vehicle in color, fit, and/or finish.
 - 2. All auto body and repaired parts and/or materials used in the repairs shall be certified by the manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.
- ii. When non-OEM auto body parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.
- iii. Fleet may elect to provide required parts to Contractor. In such case, Contractor will NOT be required to warranty the provided parts and/or labor required for rework due to failure of Fleet provided parts.
- iv. Accident related damage(s) discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate ("hidden damages"), shall be reported to Fleet and/or insurance for a supplemental claim to obtain authorization to make such additional repairs.
- c. **Performance** – Fleet will use the following items throughout the duration of the contract to evaluate Contractor performance:
 - i. Number of times vehicles are sent back for rework
 - ii. Number of times work is not completed on time
 - iii. Number of invoicing errors
 - iv. Number of estimates requiring supplementary repairs
 - v. Costs of supplementary repairs and parts
 - vi. Scheduling delays
- d. **Additional Requirements** –
 - i. Contractor shall be liable for the security and safekeeping of the vehicles including attachments, components, emergency signal equipment, tools, and radios when in the Contractor's possession, including transportation to and from Fleet.
 - ii. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair (further details within *Conditions and Instruction*). Records of all hazardous waste removal shall be made available to Fleet or its assigned agents.
 - iii. Contractor shall maintain vendor receipts for parts used in performing the needed repairs. Parts pricing shall be subject to audit by Fleet to verify the markup specified in the pricing schedule.

4. PAYMENT:

The City shall pay Contractor only for work specifically authorized and performed per the estimate and/or any previously approved supplements. Payments shall be made once a Fleet representative has accepted and approved the repairs, noting satisfactory completion and signing the Contractor's invoice. Payment may also be made by private insurance companies directly to the Contractor.

5. INSURANCE:

Contractor shall provide a Certificate of Insurance supplying commercial general liability coverage, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Listing the City of Fayetteville as a Certificate Holder is NOT an acceptable substitute. Insurance shall remain valid throughout project completion. The following list of insurance coverages shall be considered the minimum coverage the City will accept:

- i. Worker's Compensation Insurance: Statutory Amount
- ii. Automotive Insurance covering all vehicles and trailers, if applicable
- iii. General Liability: \$1,000,000 each occurrence; \$3,000,000 aggregate

6. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

7. CONTRACT TERM:

Contract shall be considered valid for one (1) year from Council approval with four (4) annual, automatic renewals pending City Council approval of the annual budget. The contract may be terminated by either party with thirty (30) days written notice without penalty.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division. Selection Criteria includes:

- 1) 30% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.

- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

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1. **COMPANY INFORMATION:** The following information is required from all firms so all Proposals may be reviewed and properly evaluated:

- a. Company Name: Bruckner's Truck and Equipment
- b. Number of Years in Business: 92 Length in Current Location: 10+ years
- c. Current Number of Mechanics/Technicians: 7
- d. Average Years of Personnel Experience: 21 years
- e. Hours of Operations: Mon: 7:00-3:30pm Tues: 7:00-3:30pm Wed: 7:00-3:30pm Thur: 7:00-3:30pm
Fri: 7:00-3:30pm Sat: closed Sun: closed
- f. Do you have a frame machine on site? No
- g. Please list ALL certifications possessed by personnel: Our painter has the nessesary training to paint customer or custom jobs. Our technicians have the experience to perform and repair all make/models.
- h. Please list any awards/recognitions received within the last 3 years:
- i. What are your towing capabilities? We do not own the equipment to tow. We use local vendors when needed.
- j. Please list and specify any vehicles or repairs you cannot accommodate: N/A

3. **REFERENCES:** Please list four (4) references that you have previously performed contract services for within the past five (5) years (all fields must be completed):

1. **Arkansas Association of Counties**

COMPANY NAME

CITY, STATE, ZIP

Curtis Russell

CONTACT PERSON

501-977-4436

TELEPHONE

FAX NUMBER

curtis@eclipseappraisal.com

E-MAIL ADDRESS

2. **Penske**

COMPANY NAME

Lowell, AR

CITY, STATE, ZIP

Roger Larsen

CONTACT PERSON

479-659-3051

TELEPHONE

FAX NUMBER

roger.larsen@penske.com

E-MAIL ADDRESS

3.

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4.

COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

1. COST PROPOSAL:

The Contractor agrees to provide the requested services/installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

a. Proposed Warranty Period and Limitations (if any):

Body: 1 year

Paint: 5 years

Mechanical Repairs: 1 year

b. Proposed Labor Rates:

<u>Service</u>	<u>Rate</u>	<u>Unit</u>
Body Work Repairs	\$ ₁₂₀	Per Hour
Paint/Refinishing Repairs	\$ ₁₂₀	Per Hour
Mechanical Repairs	\$ ₁₅₀	Per Hour
Fiberglass Repairs	\$ ₁₂₀	Per Hour
Specialty Equipment Repairs	\$ ₁₂₀	Per Hour
Vinyl Decal Repairs/Removals	\$ ₁₂₀	Per Hour
Hazardous Waste Removals	\$ _{n/a}	*Applicably Specified (job, vehicle, load, etc..)
Detailed Cleaning (Wash, Vacuum, wipe downs)	\$ ₁₂₀	Per Vehicle

- c. Proposed Contractor's markup for repair parts: Type text here 25 %
- d. Proposed percentage of markup, if any, on sublet repairs: 20 %
- e. Proposed reference used for hourly labor repair estimates: Adjust Rite
- f. Is contractor willing to travel to Fleet's facility (1525 S. Happy Hollow Road, Fayetteville, AR 72701) to provide an estimate on a vehicle or for transport to and from Fleet? If not, please specify if there would be exceptions:

Yes, currently do this for the City of Fayetteville

- g. Proposed price for painting (including total prep time) vehicle categories indicated below:

Category	Entire Vehicle/Item	Door	Hood	Fender	Tailgate / Hatch	Bumper
Car	\$	\$	\$	\$	\$	\$
Compact Car	\$	\$	\$	\$	\$	\$
Van/SUV	\$	\$	\$	\$	\$	\$
Regular Cab Pickup	\$	\$	\$	\$	\$	\$
Extended Cab Pickup	\$	\$	\$	\$	\$	\$
Crew Cab Pickup	\$	\$	\$	\$	\$	\$
Motorcycle	\$	\$	\$	\$	\$	\$
Trailer	\$	\$	\$	\$	\$	\$
Heavy Trucks and Fire Apparatus (may include, but not limited to Sewer/Vac trucks, trash/recycling collection trucks, dump trucks, and other various specialty type heavy vehicles.						
Fire Apparatus	\$	\$	\$	\$	\$	\$
Heavy Duty Truck	\$	\$ 480	\$ 960	\$ 480	\$	\$

2. PRICES:

- a. All prices quoted (based on hourly labor rates) shall remain firm for the initial contract period.
- b. If the contract is renewed, prices may be adjusted during each renewal contract period according to the terms listed within the *Price Escalation/ De-escalation* below.

3. ESCALATION/DE-ESCALATION:

- a. Contractor may request an hourly labor rate price adjustment no more than one (1) time during any Contract (renewal) period. Renewals are one (1) year from Contract award by Fayetteville City Council.
- b. Price adjustments shall be based on the percentage change of the Consumer Price Index – Urban Wage Earners, and Clerical Workers (CPI-W) United States City Average; not seasonally adjusted for Series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current Contract *labor rates* in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all repair work requested *on or after that date*. All in shop/in progress work shall be completed and billed at the previous Contract price.
- c. **Price adjustments will not be automatic.** The Contractor shall submit a written request to the City's Fleet Division.
- d. Based on economic factors and/or market conditions, Fleet reserves the right to request a reduction in price at any time during the Contract period. The same index shall be applied in the same manner as above for price de-escalation adjustment(s).

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1. DISCLOSURE INFORMATION

- a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must 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.
- i. 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. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

X _____ 2) RELATIONSHIP EXISTS (Please explain): Bruckner's Lowell, AR Body Shop has
worked with the City of Fayetteville multiple times over the past 10 or more years. Various jobs repairing
all makes and models.

- b. 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.
- c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.
- d. 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.
- e. 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.

2. PRIMARY CONTACT INFORMATION

25

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: Bruckner's Truck and Equipment

Primary Contact: Randy Williams Title of Primary Contact: Body Shop Manager

Phone Number (cell preferred): 479-903-3620

E-Mail Address: randy.williams@brucknertruck.com

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/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
	<i>Matt Ernst</i> Matt Ernst	10/28/2024

4. DEBARMENT CERTIFICATION:

- 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.
- 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.
- 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.

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: Bruckner's Truck and Equipment

PHYSICAL ADDRESS: 324 S Bloomington Lowell, AR 72745

MAILING ADDRESS: same as above

TAX ID #: 75-0972825

AR. SECRETARY OF STATE FILING #: _____

PHONE: 479-770-6040

FAX: _____

E-MAIL: mernst@brucknertruck.com

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

SIGNATURE: Matt Ernst

PRINTED NAME: Matt Ernst

TITLE: General Manager

DATE: 10/28/2024

END OF RFP DOCUMENT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 3300 North A Street Suite 1100 Midland, TX 79705		CONTACT NAME: Becky Nall PHONE (A/C, No, Ext): 432-571-4910 FAX (A/C, No): E-MAIL ADDRESS: bnall@cbizstoltz.com															
INSURED Bruckner Truck Sales, Inc. 9471 East I-40 Access Rd, Exit 76 Amarillo, TX 79118		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D : Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : AXIS Surplus Insurance Company	26620	INSURER C : Lexington Insurance Company	19437	INSURER D : Arch Specialty Insurance Company	21199	INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X	X	GLO5480650	08/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	GP5480651	08/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	P00100352432701	08/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC5480649	08/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability	X	X	066321017	08/01/2024	07/01/2025	\$3M X \$2M (above)
D	Excess Liability	X	X	UXP105467100	08/01/2024	07/01/2025	\$5M X \$3M X \$2M (above)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Fayetteville is included as additional insured on General Liability and Auto Liability as required by written contract. Excess follows form.

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville
 113 W. Mountain St.
 Fayetteville, AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark G. Stoltz

This page has been left blank intentionally.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO5480650

Effective Date: 08/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
 - (2)** "Your work", with respect to Paragraph **1.b.** above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to ongoing operations (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b.** With respect to the "products-completed operations hazard" (if no form is specified),
- such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

General Liability Supplemental Coverage Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO5480650

Effective Date: 08/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a.** Is newly acquired or formed during the policy period;
- b.** Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c.** Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a)**, **(b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

- b.** Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

- a.** The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a.** The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:
 - (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

R. Definition – Mobile Equipment

Definition 12. in **Section V – Definitions** is replaced by the following:

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is license or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1. of Section II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other

insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
 - (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
Equipment you borrow from others; or
Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
 - (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
 - (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or

- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE BOSWORTH COMPANY LTD

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO
PROVIDE INSURED STATUS OR INSURED STATUS ON A PRIMARY,
NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT
EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS
PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP5480651	08/01/2024	07/01/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 24-13, Collision Repair Services

DEADLINE: Wednesday, October 30, 2024 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 10/06/2024

REQUEST FOR PROPOSAL
RFP 24-13, Collision Repair Services

No late proposals shall be accepted. RFPs shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

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

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

City of Fayetteville, AR
Request for Proposal
RFP 24-13, Collision Repair Services

The City of Fayetteville, Arkansas, seeks proposals from qualified firms to collision repairs to City vehicles and/or equipment. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Thursday, October 30, 2024 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. A current registration with the Arkansas Secretary of State shall be valid at time of Contract award.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville

By: Amanda Beilfuss, Sr. Purchasing Agent

P: 479.575.8220 abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 10/06/2024

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. References
- b. Current Customers
- c. Equipment and Safety Measures
- d. Cost Summary
- e. Additional Services (OPTIONAL)
- f. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 - i. **Option 1 –Electronic Submittal (*strongly encouraged*):** Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 - ii. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.
- g. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- h. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response provides clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest(s) of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

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

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

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

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected. Insurance shall remain valid throughout contract completion.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit an RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville is requesting proposals from qualified proposers to provide automotive body damage repair services and related mechanical repairs to city vehicles. This shall include, but is not limited to; cars, trucks (light and heavy), vans, fire apparatuses, trailers, etc. **The intent is to establish annual contracts with multiple qualified firms for these services.** The awarded Proposer ("Contractor") are encouraged to submit proposals for all or any combination of vehicle class categories shown:

Car	17	6-Toyota	2- Ford	9- Other
Van/SUV	102	87- Chevy	4- Honda	11- Other
Light Duty Truck	149	59- Ford	7- Chevy	83- Other
Heavy Duty Truck	125	27- Freightliner	23- Peterbilt	75- Other
Off Road	165	34- Bobcat	28- Caterpillar	103- Other
Trailers	128	9- Triple Star	6- Bellwether	113- Other
Motorcycle	5	Harley		

Repairs for other specialized equipment not listed above may also be needed.

2. SCOPE OF WORK:

The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned and/or maintained vehicles and equipment.

- a. **Estimates** – Repairs shall only be authorized by and compensated for, to the extent as specified in the written damage repair estimate (the "estimate") provided to the City's Fleet Division ("Fleet") by the Contractor, or provided by the insurance adjuster to Fleet and the Contractor. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior approval from Fleet and/or insurance provider.

- i. Estimates shall clearly indicate supplied parts and repair materials as:

1. New Original Equipment Manufacturers (OEM)
 2. New "after-market"
 3. Used OEM

- ii. Labor estimates shall be based upon and supported by standard reference publications generally recognized for the use by the auto body repair industry, such as CCC Pathways software, Mitchell's, or Motor's Collision Repair manuals. The estimates shall state the reference publication used.

- iii. Estimated completion times shall be furnished on each estimate. Fleet may approve additional time to complete repairs for previously hidden damages or non-availability of repair parts upon Contractor's request and documentation.

- b. **Repairs** – Quality of the completed work for fit, finish, sheet metal work, overall painting, paint blending, and patching must be acceptable to Fleet.

- i. The standards for repairs are:
 - 1. Repaired surface area(s) shall match the rest of the vehicle in color, fit, and/or finish.
 - 2. All auto body and repaired parts and/or materials used in the repairs shall be certified by the manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.
- ii. When non-OEM auto body parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.
- iii. Fleet may elect to provide required parts to Contractor. In such case, Contractor will NOT be required to warranty the provided parts and/or labor required for rework due to failure of Fleet provided parts.
- iv. Accident related damage(s) discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate ("hidden damages"), shall be reported to Fleet and/or insurance for a supplemental claim to obtain authorization to make such additional repairs.
- c. **Performance** – Fleet will use the following items throughout the duration of the contract to evaluate Contractor performance:
 - i. Number of times vehicles are sent back for rework
 - ii. Number of times work is not completed on time
 - iii. Number of invoicing errors
 - iv. Number of estimates requiring supplementary repairs
 - v. Costs of supplementary repairs and parts
 - vi. Scheduling delays
- d. **Additional Requirements** –
 - i. Contractor shall be liable for the security and safekeeping of the vehicles including attachments, components, emergency signal equipment, tools, and radios when in the Contractor's possession, including transportation to and from Fleet.
 - ii. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair (further details within *Conditions and Instruction*). Records of all hazardous waste removal shall be made available to Fleet or its assigned agents.
 - iii. Contractor shall maintain vendor receipts for parts used in performing the needed repairs. Parts pricing shall be subject to audit by Fleet to verify the markup specified in the pricing schedule.

4. PAYMENT:

The City shall pay Contractor only for work specifically authorized and performed per the estimate and/or any previously approved supplements. Payments shall be made once a Fleet representative has accepted and approved the repairs, noting satisfactory completion and signing the Contractor's invoice. Payment may also be made by private insurance companies directly to the Contractor.

5. INSURANCE:

Contractor shall provide a Certificate of Insurance supplying commercial general liability coverage, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Listing the City of Fayetteville as a Certificate Holder is NOT an acceptable substitute. Insurance shall remain valid throughout project completion. The following list of insurance coverages shall be considered the minimum coverage the City will accept:

- i. Worker's Compensation Insurance: Statutory Amount
- ii. Automotive Insurance covering all vehicles and trailers, if applicable
- iii. General Liability: \$1,000,000 each occurrence; \$3,000,000 aggregate

6. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

7. CONTRACT TERM:

Contract shall be considered valid for one (1) year from Council approval with four (4) annual, automatic renewals pending City Council approval of the annual budget. The contract may be terminated by either party with thirty (30) days written notice without penalty.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division. Selection Criteria includes:

- 1) 30% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.

- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

CONTINUES ON NEXT PAGE

1. **COMPANY INFORMATION:** The following information is required from all firms so all Proposals may be reviewed and properly evaluated:

a. Company Name: _____

b. Number of Years in Business: _____ Length in Current Location: _____

c. Current Number of Mechanics/Technicians: _____

d. Average Years of Personnel Experience: _____

e. Hours of Operations: Mon: _____ Tues: _____ Wed: _____ Thur: _____

Fri: _____ Sat: _____ Sun: _____

f. Do you have a frame machine on site? _____

g. Please list ALL certifications possessed by personnel: _____

h. Please list any awards/recognitions received within the last 3 years: _____

i. What are your towing capabilities? _____

j. Please list and specify any vehicles or repairs you cannot accommodate: _____

3. **REFERENCES:** Please list four (4) references that you have previously performed contract services for within the past five (5) years (all fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

1. COST PROPOSAL:

The Contractor agrees to provide the requested services/installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

a. Proposed Warranty Period and Limitations (if any):

Body: _____

Paint: _____

Mechanical Repairs: _____

b. Proposed Labor Rates:

<u>Service</u>	<u>Rate</u>	<u>Unit</u>
Body Work Repairs	\$	Per Hour
Paint/Refinishing Repairs	\$	Per Hour
Mechanical Repairs	\$	Per Hour
Fiberglass Repairs	\$	Per Hour
Specialty Equipment Repairs	\$	Per Hour
Vinyl Decal Repairs/Removals	\$	Per Hour
Hazardous Waste Removals	\$	*Applicably Specified (job, vehicle, load, etc..)
Detailed Cleaning (Wash, Vacuum, wipe downs)	\$	Per Vehicle

- c. Proposed Contractor's markup for repair parts: _____ %
- d. Proposed percentage of markup, if any, on sublet repairs: _____ %
- e. Proposed reference used for hourly labor repair estimates: _____
- f. Is contractor willing to travel to Fleet's facility (1525 S. Happy Hollow Road, Fayetteville, AR 72701) to provide an estimate on a vehicle or for transport to and from Fleet? If not, please specify if there would be exceptions:

- g. Proposed price for painting (including total prep time) vehicle categories indicated below:

Category	Entire Vehicle/Item	Door	Hood	Fender	Tailgate / Hatch	Bumper
Car	\$	\$	\$	\$	\$	\$
Compact Car	\$	\$	\$	\$	\$	\$
Van/SUV	\$	\$	\$	\$	\$	\$
Regular Cab Pickup	\$	\$	\$	\$	\$	\$
Extended Cab Pickup	\$	\$	\$	\$	\$	\$
Crew Cab Pickup	\$	\$	\$	\$	\$	\$
Motorcycle	\$	\$	\$	\$	\$	\$
Trailer	\$	\$	\$	\$	\$	\$
Heavy Trucks and Fire Apparatus (may include, but not limited to Sewer/Vac trucks, trash/recycling collection trucks, dump trucks, and other various specialty type heavy vehicles.						
Fire Apparatus	\$	\$	\$	\$	\$	\$
Heavy Duty Truck	\$	\$	\$	\$	\$	\$

2. PRICES:

- a. All prices quoted (based on hourly labor rates) shall remain firm for the initial contract period.
- b. If the contract is renewed, prices may be adjusted during each renewal contract period according to the terms listed within the *Price Escalation/ De-escalation* below.

3. ESCALATION/DE-ESCALATION:

- a. Contractor may request an hourly labor rate price adjustment no more than one (1) time during any Contract (renewal) period. Renewals are one (1) year from Contract award by Fayetteville City Council.
- b. Price adjustments shall be based on the percentage change of the Consumer Price Index – Urban Wage Earners, and Clerical Workers (CPI-W) United States City Average; not seasonally adjusted for Series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current Contract *labor rates* in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all repair work requested *on or after that date*. All in shop/in progress work shall be completed and billed at the previous Contract price.
- c. **Price adjustments will not be automatic.** The Contractor shall submit a written request to the City's Fleet Division.
- d. Based on economic factors and/or market conditions, Fleet reserves the right to request a reduction in price at any time during the Contract period. The same index shall be applied in the same manner as above for price de-escalation adjustment(s).

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

- a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must 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.
- i. 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. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain):

- b. 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.
- c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.
- d. 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.
- e. 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.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone Number (cell preferred): _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/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

4. DEBARMENT CERTIFICATION:

- 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.
- 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.
- 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.

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

END OF RFP DOCUMENT



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **Generator Maintenance Contract**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH NIXON POWER INC. THROUGH SOURCEWELL CONTRACT # 092222-KOH THROUGH NOVEMBER 22, 2026 AND ANY FUTURE RENEWALS, IN THE ANNUAL AMOUNT OF \$47,952.00, PLUS THE COST OF NON-SCHEDULED SERVICE CALLS.

BACKGROUND:

Fleet Operations requires a generator maintenance contract for annual services and repairs. The current contract is expiring with Clifford Power based in Oklahoma. Nixon Power is a current backup vendor brought on in FY24.

DISCUSSION:

On September 3rd, 2024, the City Council approved resolution 221-24 authorizing a generator maintenance contract with Kohler Power Products. Fleet has sourced a local generator company, Nixon Power, that is an authorized repair and installation provider for Kohler Power Products that has more resources in the area to be able to better accommodate the needs of the city in a timelier manner. Fleet Operations recommends moving forward with this maintenance contract for generator repairs and equipment standardization across the city.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted in the Fleet Operations Contract Services annual operating budget. Any maintenance, repairs or generator replacements outside of the annual budgets and in excess of \$35,000 will come back to City Council for budget adjustment and approval.

ATTACHMENTS: SRF (#3) , Preventative Maintenance Quote (#4), 25-26 Generator Coop Quote - Final (#5), Legacy Customer Letter (#6), 221-24 Resolution - Kohler Products (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-63

Generator Maintenance Contract

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH NIXON POWER INC. IN THE ANNUAL AMOUNT OF \$47,952.00, PLUS THE COST OF NON-SCHEDULED SERVICE CALLS WITHIN THE APPROVED BUDGET, THROUGH NOVEMBER 22, 2026 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, on September 3, 2024, the City Council approved Resolution 221-24 authorizing a generator maintenance contract with Kohler Power Products; and

WHEREAS, Nixon Power, Inc. is an authorized repair and installation provider for Kohler Power Products and has significant resources in the area to accommodate the needs of 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 a Generator Maintenance Contract with Nixon Power, Inc. in the annual amount of \$47,952.00, plus the cost of non-scheduled service calls within the approved budget, through November 22, 2026, and any future renewal periods, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2025-63

Item ID

2/4/2025

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

Chelsey Voden

1/15/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH NIXON POWER INC. THOUGH SOURCEWELL CONTRACT # 092222-KOH FOR THE TERM OF ONE YEAR WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS IN THE ANNUAL AMOUNT OF \$47,952.00, PLUS THE COST OF NON-SCHEDULED SERVICE CALLS.

Budget Impact:

9700.770.1910-5315.00

FLEET CONTRACT SERVICES

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 331,500.00

Expenses (Actual+Encum)

\$ 45,600.00

Available Budget

\$ 285,900.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 285,900.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



PREVENTATIVE MAINTENANCE

Quote To:

Ross Jackson

Email: rjackson@fayetteville-ar.gov
Phone Number: 479-879-6221

From: Robert Gulliver
479-601-5881
rgulliver@Nixonpower.com

Date: 1/13/2025

Name: City of Fayetteville, AR
Quote Number: RG011325H
Sourcewell#: 092222-KOH

ITEM DESCRIPTION	PROPOSED START DATE	SCOPE OF SERVICE	PRICING
------------------	------------------------	------------------	---------

Service Dates: 01 Feb 2025- 31 Jan 2026

Semi-Annual Service (Major+Minor) w/2hr Loadbank X 27 Gens

\$47,952.00

**See Attachment 1 for PM Pricing Spreadsheet*

Years of PM: 1

TOTAL ANNUAL PRICE: \$47,952.00

SIGNATURES:

Quote is valid for 30 days.

Accepted By (Print Name)

Accepted By (Signature)

PO Number

TERMS & CONDITIONS:

"This agreement is billed annually or at time of service from the date of acceptance and renewed upon approval if not cancelled by either party. A 30-day written notice is required before scheduled service or anniversary date of the agreement to cancel. Annual reminders will be sent with the potential cost of living increases not to exceed 10%. All prices quoted are for services listed."

Price does not include applicable sales tax.

Our service department is on call 24-hours a day, 365 days per year. Please call (800) 766-4966. Additional or emergency services will be quoted on a time and material basis at your preferred customer rate. By signing below, you agree to the attached Standard Terms and Conditions.



www.nixonpower.com



Nixon Power Services



Nixon Power Services



@Nixon_Power



@nixon_power_services

Attachment 1

PC #	Department	Location	Make	Model	SN#	kW	Sourcewell			Annual Total
							Price (Major)	Price (Minor)	Price (2hr LB)	
POLC_F046	OLD PD	100 W. Rock	Kohler	100RZ	677968	100	\$ 679.00	\$ 214.00	\$ 744.00	\$ 1,637.00
FIRE_N017	FDOP	Old FS#2 708 N Garland	Generac	SG0020	2073732	20	\$ 614.00	\$ 214.00	\$ 465.00	\$ 1,293.00
FIRE_N018	FDOP	FS#4 3385 Plainview	Generac	SG0020	?	20	\$ 614.00	\$ 214.00	\$ 465.00	\$ 1,293.00
FIRE_N019	FDOP	FS# 6900 S. Hollywood	Generac	SG0020	?	20	\$ 614.00	\$ 214.00	\$ 465.00	\$ 1,293.00
FIRE_N024	FDOP	FS# 7 835 N. Ruppel Road	Generac	SG0050	2078316	50	\$ 679.00	\$ 214.00	\$ 465.00	\$ 1,358.00
FLET_F007	FLEET	1525 Happy Hollow	Olympian	G125G1	OLY00000CNGG00614	125	\$ 698.00	\$ 214.00	\$ 744.00	\$ 1,656.00
BLSV_N001	BLSV	113 W Mountain	Generac	SG0080	2077476	80	\$ 679.00	\$ 214.00	\$ 744.00	\$ 1,637.00
FIRE_N027	FDOP	FS# 3 1050 S Happy Hollow	Generac	QT130	4876084	130	\$ 758.00	\$ 256.00	\$ 744.00	\$ 1,758.00
FIRE_N028	FDOP	FS # 5 2979 N Crossover Rd	Generac	QT080	4681065	80	\$ 679.00	\$ 214.00	\$ 698.00	\$ 1,591.00
ITOP_N001	ITOP	317 W Ernie Lancaster Dr	Generac	QT150	4876552	150	\$ 758.00	\$ 256.00	\$ 744.00	\$ 1,758.00
FIRE_N003	FDOP	FS # 1 303 W Center	Generac	SG0100	2110045	100	\$ 679.00	\$ 214.00	\$ 744.00	\$ 1,637.00
BLSV_N002	BLSV	945 S College	Kohler	100REZG	3013609	100	\$ 679.00	\$ 214.00	\$ 744.00	\$ 1,637.00
POLC_F047	PDDS	3250 W Dinsmore Trail	Cummins	GGPA-7616899	H110236909	35	\$ 214.00	\$ 698.00	\$ 465.00	\$ 1,377.00
POLC_F048	PDDS	3450 N. Hemlock	Cummins	GGPA-7616899	H110236910	35	\$ 214.00	\$ 698.00	\$ 465.00	\$ 1,377.00
OPC	W&S	2435 S Industrial	Cummins	DGDB-5696209	K040714403	100	\$ 884.00	\$ 214.00	\$ 744.00	\$ 1,842.00
South Mountain	W&S	215 W 24th St	CAT	D250GC-C9	CAT0D250VRG300445	250	\$ 1,498.00	\$ 289.00	\$ 1,023.00	\$ 2,810.00
Ash Street	W&S	1016 Ash St.	Generac	99A08235-S	2053318	25	\$ 717.00	\$ 214.00	\$ 465.00	\$ 1,396.00
Goshen	W&S	1589 Fire Tower Rd.	Cummins	C50N6	B210877017	50	\$ 698.00	\$ 214.00	\$ 465.00	\$ 1,377.00
Round Mountain PS	W&S	17301 Lake Sequoyah Dr	Generac	97A06841-S	2038735	40	\$ 791.00	\$ 214.00	\$ 465.00	\$ 1,470.00
Gulley PS	W&S	3788 N Gulley Rd	CAT	D200-C7.1	T9W00553	200	\$ 1,312.00	\$ 289.00	\$ 837.00	\$ 2,438.00
Sunrise Mountain	W&S	3370 S Coach Rd	Generac	M279340	4900054	18	\$ 614.00	\$ 214.00	\$ 465.00	\$ 1,293.00
Stone Mountain	W&S	2903 Flagstone Cir.	Kohler	500REOZVB	2341516	500	\$ 1,851.00	\$ 289.00	\$ 1,395.00	\$ 3,535.00
POLC_F002	PDDS	1170 E. Skyline Drive	CAT	DG60-2	CAT0DG60CT3700703	57	\$ 822.00	\$ 214.00	\$ 698.00	\$ 1,734.00
FIRE_N033	FDOP	FS # 8 2250 S School Ave	Kohler	KG60	33M6GMKM0016	60	\$ 689.00	\$ 214.00	\$ 698.00	\$ 1,601.00
FIRE_034	FDOP	FS #9 2266 W Deane St	Kohler	KG60	33M6GMKM0014	60	\$ 689.00	\$ 214.00	\$ 698.00	\$ 1,601.00
POLC_N063	PDDS	1800 N Stephen Carr	Kohler	500REZXD	34HRGMKP0001	500	\$ 2,232.00	\$ 214.00	\$ 1,395.00	\$ 3,841.00
"New FS#2"	FDOP	138 W. North St.	Kohler	KG100	34MXGMMJ0011	100	\$ 679.00	\$ 289.00	\$ 744.00	\$ 1,712.00
Annual PM Price=									\$ 47,952.00	

MINOR SERVICE includes



MAJOR SERVICE includes

FUEL SYSTEM

- Inspection of all components
- Drain fuel/water separator
- Check & record water level in main tank
- Check operation of day tank
- Check fuel pressure (Gas only)



- Minor Services & the following
- Change fuel filter elements
- Check for water in day tank
-

AIR INTAKE SYSTEMS

- Check breather tube
- Check air system piping
- Check condition of dry type cleaner



- Minor Services & the following
- Check breather tube
- Drain air box reservoir
- Check air system piping
- Service oil bath air cleaner
-

LUBRICATING SYSTEM

- Check engine oil level
- Check for oil leaks



- Minor Services & the following
- Change engine oil & filter
- Change governor oil & filter
- Check engine oil pressure

ENGINE ELECTRICAL SYSTEM CHECKS

- Clean batteries & cables
- Check specific gravity
- Add distilled water
- Check operation of float charger
- Check & record battery voltage under load



- Minor Services & the following
- Inspect rotor & cap
- Inspect spark plugs, points & condenser
- Check specific gravity of cells
- Add distilled water (as required)
- Check operation of float charger
- Check & record battery voltage under load

MINOR SERVICE includes



MAJOR SERVICE includes

COOLING SYSTEM

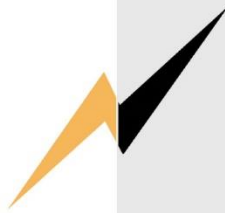
- Visually inspect system
- Check coolant level
- Check for coolant leaks
- Check radiator cap



- Minor Services & the following
- Top off coolant if necessary

GENERATOR CHECKS

- Check circuit breaker operation



- Minor Services & the following
- Vacuum debris
- Check condition of bearings
- Check condition of AC/DC brushes
- Measure non-contact temperature

EXHAUST SYSTEM

- Check condition of exhaust system
- Check condition of turbocharger
- Check for exhaust leaks
- Check exhaust rain shield
- Check for wet stacking



- All Minor Services Repeated

TRANSFER SWITCH

- Check for unusual conditions
- Visually inspect annunciator
- Run generator in emergency/test mode
- Record all readings
- Verify control panel in automatic mode
- Verify all breakers are reset
- Notify customer of additional work



- All Minor Services Repeated

MINOR SERVICE includes



MAJOR SERVICE includes

CONTROL SYSTEM

- Check gauges & meters operation
- Clean control cabinet
- Check controls operation
- Check shutdown system
- Check indicator & panel lights
- Check/record frequency & voltage



- All Minor Services Repeated

GENERAL CHECKS

- Perform transfer test
- Inspect linkage for binding



- All Minor Services Repeated

LOAD BANK INFORMATION



LOAD BANK TESTING CAN BE PERFORMED WITH MINOR OR MAJOR SERVICE

- Meets NFPA & Joint Commission requirements
- Test results for permanent files
- Simulates full load conditions
- Tests generator in a controlled environment
- Removes carbon buildup from engine
- Helps seat piston rings and resolves wet-stacking

ADDITIONAL SERVICE OPTIONS AVAILABLE:

Coolant Sampling
System Monitoring

Fuel Sampling
Fuel Polishing

Oil Sampling
Batteries



STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1.Contract- These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2.Service, Repair, Maintenance- Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3.Quotations And Published Prices- Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

3b. SCOPE- Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

4.Taxes- Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

5.Payment Terms- Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

6.Delivery- While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7.Manufacturer's Limited Warranty- The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

8.Disclaimer Of Warranty- LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9.Incidental, Consequential or Punitive Damages- The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. Technical Support- It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11.Excuse Of Performance- Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

12.Changes- Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13.Cancellation- Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14.Default- Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.

15.Buyer Acceptance- Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16.Regulatory Laws and/or Standards- The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17.Non-assignment- No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18.Billable Services- Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19.General Provisions- These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20.Hours of Operation- Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.
- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.

NIXON
POWER SERVICES



NIXON

POWER SERVICES

Unit #	PC #	Department	Location	Site Visit Y/N?	Make	Model	SN#	kW	Fuel Type	Major	7% disc	Sourcerver Price (Major)	Minor	7% disc	Sourcerver Price (Minor)	2hr Lb	7% disc	Sourcerver Price (2hr Lb)	Annual Total
9041	POLC_F046	OLD PD	100 W. Rock	Y	Kohler	100R2	277798	100	Nat Gas	\$ 730.00	\$ 678.90	\$ 679.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 800.00	\$ 744.00	\$ 744.00	\$ 1,637.00
9052	FIRE_N017	FDOP	Old FS#2 708 N Garland	Y	Generac	S60020	673362	20	Nat Gas	\$ 660.00	\$ 613.80	\$ 614.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,293.00
9053	FIRE_N018	FDOP	FS#4 3385 Plainview	Y	Generac	S60020	2073370	20	Nat Gas	\$ 660.00	\$ 613.80	\$ 614.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,293.00
9054	FIRE_N019	FDOP	FS# 6 900 S Hollywood	Y	Generac	S60020	2073137	20	Nat Gas	\$ 660.00	\$ 613.80	\$ 614.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,293.00
9089	FIRE_N024	FDOP	FS# 7 835 N. Ruppel Road	Y	Generac	S60050	2078316	60	Nat Gas	\$ 730.00	\$ 678.90	\$ 679.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,293.00
9099	FLET_F007	FLEET	1325 Happy Hollow	Y	Olymplan	GL125G1	OLYD0000CNGG00614	125	Nat Gas	\$ 750.00	\$ 697.50	\$ 698.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 800.00	\$ 744.00	\$ 744.00	\$ 1,656.00
9115	BLSV_N001	BLSV	113 W Mountain	Y	Generac	S60080	2077476	80	Nat Gas	\$ 730.00	\$ 678.90	\$ 679.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 800.00	\$ 744.00	\$ 744.00	\$ 1,637.00
9116	FIRE_N027	FDOP	FS# 3 1050 S Happy Hollow	Y	Generac	QT130	4876084	130	Nat Gas	\$ 815.00	\$ 757.95	\$ 758.00	\$ 275.00	\$ 255.75	\$ 256.00	\$ 800.00	\$ 744.00	\$ 744.00	\$ 1,758.00
9117	FIRE_N028	FDOP	FS# 5 S 2979 N Crossover Rd	Y	Generac	QT080	4681065	80	Nat Gas	\$ 730.00	\$ 678.90	\$ 679.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 750.00	\$ 697.50	\$ 698.00	\$ 1,591.00
9144	ITOP_N001	ITOP	317 W Ernie Lancaster Dr	Y	Generac	QT125	4876552	150	Nat Gas	\$ 815.00	\$ 757.95	\$ 758.00	\$ 275.00	\$ 255.75	\$ 256.00	\$ 800.00	\$ 744.00	\$ 744.00	\$ 1,758.00
9145	FIRE_N003	FDOP	FS# 1 303 W Center	Y	Generac	S60100	2110945	100	Nat Gas	\$ 730.00	\$ 678.90	\$ 679.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,293.00
9150	BLSV_N002	BLSV	945 S College	Y	Kohler	100R25G	2013609	100	Nat Gas	\$ 730.00	\$ 678.90	\$ 679.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 800.00	\$ 744.00	\$ 744.00	\$ 1,637.00
9151	POLC_F047	PDD5	3250 W Dinsmore Trail	Y	Cummins	GGPA-7616899	H11023609	35	Nat Gas	\$ 230.00	\$ 213.90	\$ 214.00	\$ 750.00	\$ 697.50	\$ 698.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,377.00
9152	POLC_F048	PDD5	3450 N. Hemlock	Y	Cummins	GGPA-7616899	H110236910	35	Nat Gas	\$ 230.00	\$ 213.90	\$ 214.00	\$ 750.00	\$ 697.50	\$ 698.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,377.00
OPC	OPC	Water and Sewer	2435 S Industrial	N	Cummins	DGDB-5696209	K040714403	100	Diesel	\$ 950.00	\$ 883.50	\$ 884.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 800.00	\$ 744.00	\$ 744.00	\$ 1,842.00
W1	South Mountain	Water and Sewer	215 W 24th St	Y	CAT	D250GC-C9	CAT02500VG300445	250	Diesel	\$ 1,610.00	\$ 1,497.30	\$ 1,498.00	\$ 310.00	\$ 288.30	\$ 289.00	\$ 1,100.00	\$ 1,023.00	\$ 1,023.00	\$ 2,810.00
W4	Ash Street	Water and Sewer	1016 Ash St	Y	Generac	99A08235-S	2053318	25	Diesel	\$ 770.00	\$ 716.10	\$ 717.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,396.00
W13	Goshen	Water and Sewer	1589 Fire Tower Rd	Y	Generac	1250M6	2182877017	50	Diesel	\$ 506.00	\$ 468.00	\$ 469.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,396.00
W14	Round Mountain PS	Water and Sewer	17301 Lake Sequoyia Dr	N	Generac	2038735	2053318	40	Diesel	\$ 850.00	\$ 790.50	\$ 791.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,470.00
W18	Gulley PS	Water and Sewer	3788 N Gulley Rd	N	CAT	D200-C7.1	19W00553	200	Diesel	\$ 1,410.00	\$ 1,311.30	\$ 1,312.00	\$ 310.00	\$ 288.30	\$ 289.00	\$ 900.00	\$ 837.00	\$ 837.00	\$ 2,438.00
W20	Sunrise Mountain	Water and Sewer	3370 S Coach Rd	Y	Generac	M279340	4900054	18	Nat Gas	\$ 660.00	\$ 613.80	\$ 614.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,293.00
W31	Stone Mountain	Water and Sewer	2903 Skyline Drive	N	Kohler	S00R6Q2VB	500R6Q2VB	500	Diesel	\$ 1,990.00	\$ 1,850.70	\$ 1,851.00	\$ 310.00	\$ 288.30	\$ 289.00	\$ 1,500.00	\$ 1,395.00	\$ 1,395.00	\$ 3,535.00
9304	POLC_F002	PDD5	1170 S. Eagleman Cir	Y	CAT	DG60-2	CAT05603T3700703	57	Nat Gas	\$ 883.00	\$ 821.19	\$ 822.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 750.00	\$ 697.50	\$ 698.00	\$ 1,734.00
9309	FIRE_N030	FDOP	FS# 8 250 S School Ave	Y	Kohler	33MGMMKM0016	33MGMMKM0016	60	Nat Gas	\$ 740.00	\$ 688.20	\$ 689.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 1,293.00
9314	FIRE_O14	FDOP	FS# 9 2166 W Deane St	Y	Kohler	K6G0	33MGMMKM0014	50	Nat Gas	\$ 740.00	\$ 688.20	\$ 689.00	\$ 230.00	\$ 213.90	\$ 214.00	\$ 750.00	\$ 697.50	\$ 698.00	\$ 1,601.00
9342	POLC_N063	PDD5	1800 N Stephen Carr	Y	Kohler	S00REX2D	34HRGMMKP0001	500	Nat Gas	\$ 2,400.00	\$ 2,232.00	\$ 2,232.00	\$ 310.00	\$ 213.90	\$ 214.00	\$ 1,500.00	\$ 1,395.00	\$ 1,395.00	\$ 3,841.00
9369	FIRE_N021	FDOP	FS#2 138 W. North St.	N	Kohler	KG100	34MXGMMJM0011	100	Nat Gas	\$ 730.00	\$ 678.90	\$ 679.00	\$ 310.00	\$ 288.30	\$ 289.00	\$ 800.00	\$ 744.00	\$ 744.00	\$ 1,712.00
Annual PM Prices:																		\$ 47,952.00	

To: City of Fayetteville

Thank you for trusting Nixon Power Services with your preventative maintenance requirements. Nixon Power Services, the World's largest Kohler Power generation distributor, announced the expansion of its authorized Kohler Product Sales and Aftermarket partnership with the acquisition of RP Power, headquartered in Little Rock, Arkansas in April, 2024.

Below is a brief list of legacy RP Power customers who we are honored by their continued trust in the Nixon Teams distributed throughout the Great State of Arkansas:

Arvest

Bank OZK

Rogers City Schools

Prairie Grove Wastewater

Benton-Washington Regional Public Water Authority

Washington County Jail

James Fork Regional Water Authority

Cox Communications (NWA, SE Kansas, SW Missouri)

Arkansas Department of Information Services

Arkansas State Police

Baptist Health, Conway

UAMS, Little Rock

St. Bernards, Jonesboro

Thank you,

Nixon Power Services

1-888-826-4966





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

Resolution: 221-24

File Number: 2024-437

KOHLER POWER SYSTEMS (SERVICE CONTRACT):

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH KOHLER POWER SYSTEMS THROUGH NOVEMBER 22, 2026 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, the current generator maintenance contract was awarded to Clifford Power Systems in a non-exclusive contract pursuant to Resolution 49-20 which will expire in February of 2025; and

WHEREAS, the City has numerous makes and models of generators in various sizes that provide power to departments and divisions listed under the Emergency Operations Plan; and

WHEREAS, Fleet Operations is looking to standardize generator power equipment and is preparing a replacement plan for all generators throughout the city to assist and support the City and the Emergency Operations Plan; and

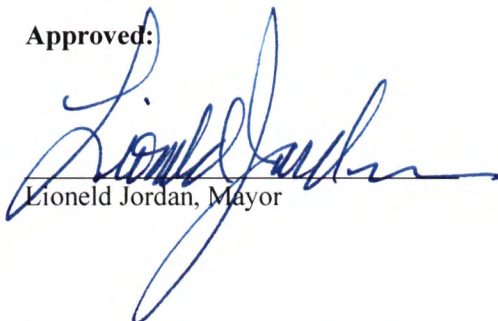
WHEREAS, a contract with Kohler Power Systems will allow Fleet to work with local vendors in Northwest Arkansas to better maintain, repair and replace the City's emergency backup power systems.

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 Generator Maintenance Contract with Kohler Power Systems through November 22, 2026, and any future renewal periods, pursuant to a Sourcewell cooperative purchasing contract.

PASSED and APPROVED on September 3, 2024

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF SEPTEMBER 3, 2024

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **KOHLER POWER SYSTEMS**

RECOMMENDATION:

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH KOHLER POWER SYSTEMS, THROUGH AN AUTHORIZED DISTRIBUTOR AND WITHIN APPROVED BUDGET PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (#092222-KOH), FOR ANY NON-SCHEDULED SERVICE CALLS, RENTAL, PURCHASE, STARTUP, PREVENTATIVE MAINTENANCE AGREEMENTS, REPAIRS, DESIGN AND CUSTOMIZATION, INSTALLATION, COMMISSIONING, DECOMMISSIONING, MONITORING SERVICES AND REPURPOSING OF GENERATORS THROUGH 11/22/2026, AND ANY FUTURE RENEWALS.

BACKGROUND:

The current generator maintenance contract, bid 19-58 was solicited back in November of 2019 and was approved February of 2020 with resolution 49-20. This contract was awarded to Clifford Power Systems in a non-exclusive contract. That current contract and its renewals will be ending February of 2025.

DISCUSSION:

Fleet Operations is recommending approval of the Sourcewell Cooperative purchasing contract with Kohler Power Systems and their authorized distributors. The City has numerous makes and models of generators in various sizes that provide power to departments and divisions listed under the Emergency Operations Plan. Fleet Operations is looking to standardize Generator Power equipment just like we suggest with rolling stock vehicles and equipment. Currently we are coming up with a replacement plan for all generators throughout the city to assist and support the City and the Emergency Operations Plan. This contract will allow Fleet to work with local vendors in Northwest Arkansas to better maintain, repair and replace our emergency backup power systems.

BUDGET/STAFF IMPACT:

Sufficient funds are budgeted in the Fleet Operations Contract services annual operating budget. Any maintenance, repairs or generator replacements in excess of \$35,000 or not within budget will come back to City Council for budget adjustment and approval.

ATTACHMENTS: SRF (#3), 09-22-2022 Kohler Contract (#4), 09-22-2022 RFP/Addendums - Electrical Energy Power (#5), 09-22-2022 Proof of Publication - Electrical Energy Power (#6), 09-22-2022 Comment Review -Electrical Energy Power Generation (#7), 09-22-2022 Proposal Opening Record (#8), Proposal Opening Record (#9), 2022 Kohler Pricing (#10), Board Resolutions (#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 #: 2024-437

KOHLER POWER SYSTEMS

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH KOHLER POWER SYSTEMS THROUGH NOVEMBER 22, 2026 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, the current generator maintenance contract was awarded to Clifford Power Systems in a non-exclusive contract pursuant to Resolution 49-20 which will expire in February of 2025; and

WHEREAS, the City has numerous makes and models of generators in various sizes that provide power to departments and divisions listed under the Emergency Operations Plan; and

WHEREAS, Fleet Operations is looking to standardize generator power equipment and is preparing a replacement plan for all generators throughout the city to assist and support the City and the Emergency Operations Plan; and

WHEREAS, a contract with Kohler Power Systems will allow Fleet to work with local vendors in Northwest Arkansas to better maintain, repair and replace the City's emergency backup power systems.

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 Generator Maintenance Contract with Kohler Power Systems through November 22, 2026, and any future renewal periods, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2024-437

Item ID

9/3/2024

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

Ross Jackson

8/13/2024

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AUTHORIZE A GENERATOR MAINTENANCE CONTRACT WITH KOHLER POWER SYSTEMS, THROUGH AN AUTHORIZED DISTRIBUTOR AND WITHIN APPROVED BUDGET PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACT (#092222-KOH), FOR ANY NON-SCHEDULED SERVICE CALLS, RENTAL, PURCHASE, STARTUP, PREVENTATIVE MAINTENANCE AGREEMENTS, REPAIRS, DESIGN AND CUSTOMIZATION, INSTALLATION, COMMISSIONING, DECOMMISSIONING, MONITORING SERVICES AND REPURPOSING OF GENERATORS THROUGH 11/22/2026, AND ANY FUTURE RENEWALS.

Budget Impact:

9700.770-1910-5315.00

Shop

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 362,100.00

Expenses (Actual+Encum)

\$ 281,427.68

Available Budget

\$ 80,672.32

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 80,672.32

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kohler Power Systems (Kohler Company), N7650 Lakeshore Dr., Sheboygan, WI 53083 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, directly arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by conditions that are beyond that party's reasonable control, including, without limitation, acts of God, acts of requests of government or governmental agencies in their non-commercial capacity, riot, or civil commotion, sabotage, accidents, fire, flood, explosion, mass shootings, damage to plants or facilities, epidemics, typhoons, quarantine, restrictions, or absence of normal means of communication or transportation, or other conditions beyond the party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Intentionally omitted.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must

require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

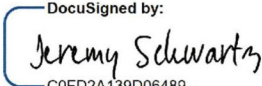
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

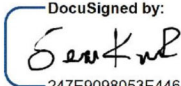
092222-KOH

Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

11/21/2022 | 7:52 PM CST
Date: _____

Kohler Power Systems (Kohler Company)

DocuSigned by:

247E9098053E446...
By: _____
Sean Kenefick
Title: Vice President-Industrial Sales Power
Systems North America

11/23/2022 | 7:56 AM PST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO

11/23/2022 | 11:08 AM CST
Date: _____

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Kohler Power Systems

Does your company conduct business under any other name? If yes, please state: Kohler Company

Address: N7650 Lakeshore Rd.

Sheboygan, WI 53083

Contact: Robi Hullner

Email: robi.hullner@kohler.com

Phone: 480-202-8667

Fax: 920-457-4441

HST#: 390-0402810

Submission Details

Created On: Monday August 08, 2022 17:14:28

Submitted On: Friday September 16, 2022 09:04:00

Submitted By: Robi Hullner

Email: robi.hullner@kohler.com

Transaction #: f3b8ea4a-fbfc-4c83-bef9-bf5d464cd705

Submitter's IP Address: 104.129.198.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kohler Power Systems (Kohler Company)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	67271	*
5	Proposer Physical Address:	N7650 Lakeshore Dr., Sheboygan, WI 53083	*
6	Proposer website address (or addresses):	http://kohlerpower.com/powerhub/index.htm	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Sean Kenefick - Vice President – Industrial Sales, Power Systems North America Email: sean.kenefick@kohler.com Phone: 630-333-5805	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robi Hullner - Manager of Government Accounts, Power Systems Email: robi.hullner@kohler.com Phone: 480-202-8667	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Scott Cinealis - Senior Market Analyst, Power Systems Email: scott.cinealis@kohler.com Phone: 920-918-1669	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1873, Kohler Co. has been improving the level of gracious living by providing exceptional products and services for our customers' homes and their lifestyles. We believe better business and a better world go together. Fueled by the passion of more than 40,000 associates worldwide, we strive to enhance the quality of life for current and future generations through design, craftsmanship and innovation. Kohler was founded by John Michael Kohler in 1873 as an iron foundry making farm tools. In 1889 Kohler started the plumbing fixture division, and in 1920 built the first modern-day generators. Kohler was the first company in the USA to offer Electric Power Plants for farms, homes, and businesses. Since then, our engines and generators have powered historic expeditions to the South Pole, construction of the Hoover Dam, Hollywood movie productions, the Eiffel Tower, and more. In 1985 Kohler expanded into interiors and hospitality businesses and the company went global. Today Kohler Company has 30+ brands globally, and there are Power Systems factories in 7 countries. Kohler owns 50+ manufacturing locations worldwide with 40,000+ associates. The company is still privately held by the Kohler family and is considered one of the largest and oldest privately held companies in the country. For over 100 years, our engines, generators, and uninterruptible power supplies (UPS) products have powered homes, hospitals, lawn mowers, stadiums, and everything in-between. In 2020 Kohler introduced the next leap forward in industrial power with the KD series generators designed to last for decades, with better fuel economy and a smaller footprint than ever before ranging from 800 to 4,000kW (4mW). Today, we're one of the world's largest power-generation manufacturers with manufacturing facilities on 4 continents and vast global sales, service, and distribution networks. No matter where you're located, you can always count on Kohler for reliable, intelligent engines, generators, and uninterruptible power supplies. Kohler Power Systems' state of the art 620,000 ft² generator-manufacturing, product training, and test facility is found in Mosel, Wisconsin. In addition to the primary generator manufacturing facility in Mosel, Wisconsin, Kohler Power Systems recently expanded its manufacturing footprint by locating its ATS & Switchgear production in an available 400,000 ft² facility in Kohler, Wisconsin. Kohler also manufactures diesel fuel tanks and enclosures at another 70,000 ft² facility in Saukville, Wisconsin. Between all 3 Wisconsin-based manufacturing locations, Kohler manages an astounding 1,090,000 ft² of total manufacturing space to support its North American customers. This is equivalent to an incredible 25 acres of world-class power systems equipment manufacturing capacity. Kohler is committed to being a best-in-class supplier and continues to invest in capital and equipment necessary to be a global producer and meet the increasing demands of its customers for generators and related equipment. In Q1, 2022 construction was completed on a 155,000 ft² addition of the Mosel facility to further expand production capabilities. This factory expansion, which is designed primarily for large generator manufacturing, includes a world-class customer experience center. Kohler Co. and each associate have the mission of contributing to a higher level of gracious living for those who are touched by our products and services. Gracious living is marked by qualities of charm, good taste, and generosity of spirit. It is further characterized by self-fulfillment and the enhancement of nature. We reflect this mission in our work, in our team approach to meeting objectives, and in each of the products and services we provide to our customers. Kohler Co. is committed to compliance with all laws and regulations in the countries where we operate. This code is the foundation of our commitment to ethical business practices. It sets out the standards for how we interact with each other and engage in business activities globally. Kohler offers a comprehensive power portfolio that meets the increasing demands of the markets we serve. Every part of our power system is designed and engineered by Kohler. Everything works together, just as it should.
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11	What are your company's expectations in the event of an award?	Kohler expects to continue to cultivate the close partnership formed with Sourcewell over the years. A major highlight of this success has been a consistent aligning of expectations as shown by the growth in sales throughout the contract. Sourcewell sales from 2018 to 2022 YTD: 2018: \$1,079,479.96 2019: \$3,956,269.78 2020: \$5,309,401.25 2021: \$4,016,244.87 2022 (Orders August YTD): \$8,284,786.19 Since receiving the Sourcewell contract, we have developed and trained a dedicated team that supports Sourcewell from all areas of the business. We plan to grow this team further by adding the Kohler Kitchen and Bath division as they are planning to pursue a separate Sourcewell contract. As a result, we have strategic plans to set up a corporate marketing campaign partnering with our Kitchen and Bath division that drives a call to action from targeted Sourcewell markets to drive sales. The markets will include both prospective and existing Sourcewell customers across the United States. Upon receipt of the award, Kohler will continue to place a strong emphasis on continued growth through Sourcewell by holding monthly dashboard meetings with Kohler's 22 distributors. In addition, we expect to continue collaborating closely with Sourcewell on marketing efforts to drive increased contract usage and growth, as well as attending Sourcewell sales accelerator meetings to educate our employees on best practices. In 2022, we set up an internal award specific to our highest performing distributor on the Sourcewell contract and plan to continue this award annually. This award highlights the strong connection we have built between Sourcewell, Kohler, and our distributor network. Kohler welcomes the opportunity to have performance/dashboard reviews on a regular cadence at Sourcewell's discretion.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Kohler is one of the country's largest and oldest privately held companies. Kohler was ranked #57 by Forbes in 2021 in the America's Largest Private Companies list. Kohler has continued to grow year over year in sales and has an annual revenue of over \$9B. Please see attached "Financial Information" for financial information including credit references and Moody's financial report.	*
13	What is your US market share for the solutions that you are proposing?	The US market share is estimated at 20% and growing.	*
14	What is your Canadian market share for the solutions that you are proposing?	The Canadian market share is estimated at 20% and growing.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, never.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kohler is best described as B below, a manufacturer/service provider. Kohler Power Systems is a manufacturer of various power systems as an OEM with distribution agreements with 22 privately owned and operated distributors. These distributors provide local sales and service across North America in accordance with the Kohler Distribution Agreement Policy and Procedures. Distributor's sales efforts are supported by the Kohler Field Sales Team, Application Engineering Team, Sales Administration Team, Product Sales Training Team, and the Kohler Management Team. Distributor Service Technicians are factory trained and distributor service team-leaders have completed factory certification training. Distributor Service efforts are supported by the Kohler Service, Warranty, Parts, and Training Teams.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Kohler is not aware of any applicable licenses or certifications required in this contract, but if required Kohler is willing to pursue. Distributors hold engineering and contracting licenses in the states they operate. Kohler also ensures quality through adhering to ISO 9001:2015 certification, and adhere to ISO 14001 and 17025 compliance, and various product certifications (UL, CSA, IBC, NFPA, EN).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable, Kohler has not received any suspension or debarment letters.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2017, Kohler KD series awarded for category innovation: The KOHLER KD1000 industrial generator, powered by Kohler's own KD Series large diesel engine, was recently singled out in a new product competition held in conjunction with MCEE 2017, the largest trade show and conference for the plumbing, hydronics, HVACR, electrical and lighting industries in Canada. -2018, Kohler KD Series recognized as product of the year: The KOHLER KD Series, the company's highly regarded lineup of large diesel industrial generators, has been recognized as a 2018 Product of the Year by readers of Consulting-Specifying Engineer magazine. The publication's annual Product of the Year competition identifies the best new products in twelve key industrial categories and then lets readers vote for their favorites. This year, the KOHLER KD Series was recognized with a Gold Award – the top level of recognition – in the Emergency, On-Site, and Standby Power category. -2020, Kohler gaseous powered industrial generator recognized as "product of the year" by leading trade publication: The KOHLER KG Series gaseous-powered generators has been recognized as a 2020 Product of the Year by readers of Consulting-Specifying Engineer magazine. The publication's 16th annual Product of the Year competition identifies the best new products launched between Jan. 1, 2019, and March 31, 2020, in 11 key industrial categories and then invites its professional readership to vote for their favorites. This year, the KOHLER KG Series gas generators at 80kW, 100kW and 125kW Series was recognized with a Silver Product of the Year Award in the Power Systems & Equipment category. The recognition is Kohler's second award in three years from Consulting-Specifying Engineer after winning gold for the KD Series generator line in 2018. -2021, Kohler Power wins business intelligence group's sustainability product of the year award: Kohler Power, the data center industry's global power partner, announces that it has been named to The Business Intelligence Group's 2021 Sustainability Awards program, securing the Sustainability Product of the Year award. The Sustainability Awards honor people, teams and organizations who have made sustainability an integral part of their business practice or overall mission. Kohler was named a Sustainability Product of the Year winner for its Kohler Tier 4 Final KD Series Generator, an industrial-grade, diesel-powered generator that provides backup power for large hyperscale and regional global data centers. As the amount of data being created increases, the number of worldwide data centers will grow to support that demand. With that comes the increased need for reliable backup power — and an increasingly acute demand for power solutions that reduce environmental impacts wherever possible. -2022, Kohler Co. wins mission critical 2022 top tier products for generators: As the amount of data being created increases, the number of worldwide data centers will grow to support that demand. With that comes the increased need for reliable backup power — and an increasingly acute demand for power solutions that reduce environmental impacts wherever possible. Kohler's Tier 4 Final KD Series Generator provides a key advantage, resulting in minimal maintenance demands for optimized continuity and maximized ease for users — all while meeting strict EPA-controlled sustainability requirements. -2022, Kohler Co. ranks in top 10 for 2022 fast company's best workplaces for innovators: Fast Company today announced its fourth annual Best Workplaces for Innovators list, honoring organizations and businesses that demonstrate a steadfast commitment to encouraging innovation at all levels. Kohler Co. is listed No.10 on the 100 Best Workplaces for Innovators list, named the winner of Fast Company's 2022 Best Workplaces for Innovators Sustainability list and a finalist on the Large Companies list. -2022, Kohler Power named to data center magazine's list of top 10 power supply and management companies: Kohler Power, the data center industry's global power partner, recently received international recognition for the critical role it plays in keeping data centers operational. Data Centre Magazine, a leading voice for the global big data and cloud industry, recently awarded Kohler Power the top spot on its list of Top 10 Power Supply and Management Companies.	*
20	What percentage of your sales are to the governmental sector in the past three years	Based on total sales approximately 20%.	*
21	What percentage of your sales are to the education sector in the past three years	Based on total sales approximately 15%.	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kohler does not directly hold any agreements with local or state governments, however most cooperative purchasing agreements are held and managed by Kohler authorized distributors.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA MAS Contract number GS-07F-019DA generating multi-million dollars annually each year.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The Town of Amherst Water Utility	Rust Coombs	413-259-3163	*
Rathbun Regional Water Association Inc. – Water Treatment at Centerville, IA.	Rod Witt	641-647-2416	*
Central Arkansas Water Treatment located at Ozark.	Jim Ferguson	501-377-1298	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Restricted	Government	Maryland - MD	Due to classification status, cannot be shared.	Due to classification status, cannot be shared.	> \$20,000,000 (\$20M)	*
FAA	Government	Maryland - MD	Kohler generators and related equipment have supported the FAA for over 15 years providing backup power across 23 sites within the United States.	Large IDIQ contract consisting of several orders annually over 15 years.	>\$38,000,000 (\$38M)	*
GSA	Government	Maryland - MD	GSA Contract # GS-07F-019DA	Various generators, transfer switches, and switchgear ranging in size and scope.	\$3,300,000 (\$3.3M)	*
NOAA	Government	Missouri - MO	Backup generators supporting the National Weather Service's programs across the United States.	Over 100 backup generators to support various NOAA sites.	\$1,500,00 (\$1.5M)	*
Sourcewell	Government	Minnesota - MN	Various generators, transfer switches, and services under Sourcewell contract #120617-KOH	Several orders by Sourcewell customers from 2020 to 2022 ranging in various sizes.	\$17,610,432.31 (\$17.6M)	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	In North America, Kohler's 22's distributors employ over 300 field sales personnel that support customers 24/7/365 managing projects from cradle to grave. These field sales employees work closely with design/consulting engineers, general contractors, electrical contractors, and most importantly the end user to tailor custom solutions for their clients. Our distributors receive continuous improvement training on Kohler products and services and have access to the same technical information that our employees have at the factory level. Using a data driven approach, our distributor sales force are experts in communication and have developed a proven process to deliver solutions that go above and beyond customer expectations. Our distributor sales force is strongly supported by the Kohler field sales team consisting of dedicated account managers, sales directors, and regional sales managers in each distributor region. Within this high performing team, Kohler has engineering sales managers who work closely with our distributor sales force to answer technical questions and provide continuous training to ensure our distributors are up to date on Kohler products. Our sales force ensures total customer satisfaction before, during, and after the sale and maintains that satisfaction over the entire life of the product. We differentiate ourselves from our competitors by providing gracious customer service experiences and ensuring that our customers are our number one focus. In addition, we hold monthly meetings specific to government sales led by our dedicated Sourcewell account manager, and our own sales force and distributor sales force are educated specifically on Sourcewell and how to identify new customers and grow relationships with existing members. For more information about our distributor network, please see the attachment "Industrial Distributor Directory, G1405" in the additional documents section, and the "Kohler Proven Process" attachment.
27	Dealer network or other distribution methods.	Kohler holds a global presence of over 800 distributors and 10,000 dealers. In the United States and Canada alone our distributor and dealer network contain: -18 USA distributor headquarters -56 USA distributor branches -204 USA industrial dealers -4 Canada distributor headquarters -5 Canada distributor branches -22 Canada industrial dealers -2,000 residential dealers As described in the earlier question, Kohler's distribution network provides 24/7/365 support to all Kohler customers and is within 4 hours of even the most remote locations. We partner closely with our distributors and support their efforts in selling, promoting, and servicing all Kohler products and services. We provide our distributors with all the tools necessary to gain a comprehensive understanding of our products and services. Our distributors concentrate on their area of responsibility and are knowledgeable about local regulations within their area of responsibility, which is critical for Sourcewell customers. Our distributor network regularly attends training and meetings with Kohler to ensure they are up to date with Kohler products and regulations. We view our distributors and dealers as part of the Kohler family, and work closely with them to ensure that our customers are satisfied.

28	Service force.	Kohler has a nationwide dedicated service team that is available 24/7/365 that prides itself on providing a gracious experience for our customers. Kohler customers have the assurance of 24/7 emergency service and responsive aftermarket support. Certified and regularly trained, our factory-based technicians are always ready to offer post installation troubleshooting, advice, service, and support. All Kohler distributor technicians are certified in power generation, not just engines. Our service team provides: -24/7 availability -After market support -Installation/startup -Post sales service -Parts support -Repairs and overhaul -Training and documentation -Testing and commissioning -Supervision -Hands on technical support -Warranty support -Remote monitoring and diagnostics -Cost effective service plans 100% of our service territory is covered by a Kohler certified technician within a maximum 4-hour radius as part of our distributor agreement. Our distributor network has access to complete inventories of Kohler genuine parts, and are factory trained technicians who have been fully vetted and rigorously tested to provide the level of customer support we expect. Our distributors are required to complete an extensive training process to become subject matter experts for our products. Our service team provides world-class customer service. We are 100% self-servicing and certified to service and repair all the products sold.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process for Sourcewell will mirror the current process Kohler has successfully implemented on the contract. Kohler will leverage its distributor network to work closely with the end user to develop a custom quote to meet the customer's specification based on the location of the Sourcewell customer. A dedicated Kohler Sourcewell account manager will work closely with the distributor to correctly identify/code the Sourcewell order so the proper discounts are applied, and that the administrative fee is appropriately captured. In addition to the equipment, the distributor will be able to quote any additional services requested by the customer, which will be broken out as separate line items identified as services. Each quote will clearly identify the Sourcewell member discount in a manner that is easily understood by the customer, so that all parties have visibility to the discount. The Kohler distributor will convert the quotation into a purchase order (PO) via an electronic system, and Kohler will acknowledge the PO with an estimated ship date so that the distributor can relay this information to the Sourcewell member. All Sourcewell quotations and POs will have the appropriate Sourcewell contract number on it and will be closely monitored by the Kohler account manager to ensure compliance of the contract. Kohler's internal business system allows us to easily search each month/quarter for reporting and auditing purposes. All Kohler distributors have a dedicated Sourcewell point of contact who will handle supplying order updates and answering inquiries from the Sourcewell member. Finally, Kohler has a website URL dedicated to assist end users find the right distributor, and a dedicated Kohler point of contact to help with any questions with this process. Kohler's Sourcewell account manager will also be available to guide existing and prospective Sourcewell members through any questions that may arise. Link to distributor locator: https://kohlerpower.com/en/generators/industrial/distributor-locator

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service team is available 24/7/365. We understand the importance of maintaining a proper emergency electrical standby power system to protection against property loss and life safety operations during emergency situations resulting from a blackout. Kohler distributors have service technicians on-call 24/7/365. Response time is typically less than 2 - 4 hours, even in remote parts of the country as many technicians operate remotely from the offices so they can respond faster when needed. The after-sales support portion of our business is important to Kohler and its distributors. Kohler has a vast comprehensive network of authorized distributors across North America to offer sales and service support for Sourcewell members at all stages of a project. Each distributor must have an appropriate number of qualified technicians located in the correct locations to help minimize travel time as well as provide a quick response time. Kohler Power Systems has a dedicated phone line (1-800-544-2444) to redirect calls to the local distributor for the fastest possible response time.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Kohler is eager to continue supplying products and services to current and prospective Sourcewell entities in the United States. Since first becoming a partner of Sourcewell in 2018, we have made Sourcewell a key strategic business initiative, and the results have been remarkable. Sourcewell sales are closely tracked and reported monthly in our meetings with distributors, and part of our scorecard process is dedicated to Sourcewell. Kohler is dedicated to its partnership with Sourcewell to support state governments, local governments, and education by helping entities save time and money by using the Sourcewell contract vehicle.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Like the response for North America, Kohler and our Canadian distributors are ready to continue supporting products and services to Sourcewell participating entities in Canada. Our Canadian distributors receive the same level of training and education regarding Sourcewell that our US distributors receive, and we specifically tailor their scorecards for the Canadian market. We work closely with our distributors in Canada to educate them on Sourcewell/Canoe and look forward to continuing this relationship.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Kohler can sell to and service all 50 states and 10 providences of Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Kohler is proposing all parts of RFP #092222 "Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services" except for Ground Power Units. Everything contained in this proposal is available to all entity sectors with no restrictions to the participating entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Kohler and two distributorships can serve Alaska, Hawaii & US territories along with local authorized dealer with the same level of service as the continental US and Canada.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Kohler has a dedicated website that advertises Sourcewell and Canoe (https://kohlerpower.com/en/generators/industrial/cooperative-purchasing). We consistently post on social media regarding our partnership with Sourcewell, and have brought Sourcewell marketing material to trade shows as well as distributor headquarters openings. Our distributors have Sourcewell information on their websites, and consistently post about Sourcewell opportunities. We have trained our sales force to advertise Sourcewell by encouraging end users to sign up as members, highlighting how simple it is to become a member and the benefits of doing so. The effectiveness of this approach is highlighted by our rapid sales growth on the contract from 2018 to 2022, and we expect to further continue this growth in 2023 and beyond. In 2022 Kohler launched a pilot that consisted of a joint marketing campaign using digital data between TAW, Kohler, and a third-party marketing agency to target potential Sourcewell customers. This pilot will be expanded in 2023 to all 22 distributors based on the success we have seen resulting from this campaign. Our sales force and marketing teams are well versed in promoting Sourcewell to new and existing customers. We have plans in 2023 to launch a corporate marketing campaign partnering with Kitchen and Bath that drives a call to action from targeted markets to drive sales through both contracts if awarded specifically targeting prospective and existing Sourcewell customers. Please see attached "Marketing Plan Examples" for examples of Sourcewell related marketing that Kohler and our distributor network has created specific to Sourcewell.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned in the earlier question, Kohler recently launched a pilot that used digital data to drive growth specifically on the Sourcewell contract. We plan to expand this campaign across all 22 distributors in 2023 and set up a corporate marketing campaign leveraging technology and digital data to enhance our marketing effectiveness. Kohler is active in all forms of social media, and all Kohler distributions have their own websites that are linked to the http://www.kohlerpower.com website. It is also a requirement on our distributor scorecard that our distributors are actively promoting and marketing Sourcewell on their websites and/or social media. Kohler has developed a sizing program in our "Power Solutions Center" that is available online to customers to help spec and size their power system, and provides them with technical and pricing information at the click of a button. https://kohlerpower.com/en/generators/industrial/sizing-program Links to social media: LinkedIn: KOHLER Power – Generators (14,586 followers) https://www.linkedin.com/showcase/kohlerpower/ Twitter: KOHLER Power – Generators (6,961 followers) https://twitter.com/KOHLERPower YouTube: Kohler has 12 feature specialized channels. https://www.youtube.com/channel/UC2iCsEGEaaPRAFOWVVKIG0g Facebook: Kohler Power – Generators (338,266 followers) https://www.facebook.com/KOHLERPower/ PowerSource E-newsletter – featured articles and stories are sent monthly to anyone that signs up. All Sourcewell members and prospective members would be eligible for this newsletter.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has grown from a small, local purchasing cooperative to a national leader in public contracts. This growth is attributed to Sourcewell's focus on helping its members reduce time and money spent on acquiring goods and services. Kohler views Sourcewell's role in promoting contracts as a close partnership with Kohler to collaborate and launch Sourcewell specific material to current and prospective customers. Sourcewell has proven to be a trusted advisor to Kohler in helping establish consistent mutual growth on the contract, and we look forward to growing this relationship. Both parties play an integral role in working together to promote the Sourcewell contract, and the success is shown by Kohler's continued growth since being awarded the contract. Kohler has fully integrated the Sourcewell contract into its sales process shown by the rapid sales growth from 2018 to 2022, and the close partnership built with Sourcewell over the years. To ensure this success continues, we will conduct a "refresh training" course with all distributors and internal staff supporting Sourcewell.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the highly engineered and customized products we offer, e-procurement is not conducive to a gracious customer experience. However, all orders that our distributors receive are handled using an electronic ordering system providing complete visibility to order status. As mentioned in a previous response, we do have an online sizing program available that customers can use to spec and size generator requirements that provides a hassle-free estimate and technical info. This information can quickly be turned into a quotation or purchase order after review by the Kohler team.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product, equipment, maintenance, and operating training are key services that Kohler and our distributors provide that are unique to each customer requirement. During the startup/commissioning process our technicians are available to train end users on our products, and though these trainings are standard and optional they are provided at an added cost aligned with the 5% discount Kohler is proposing described later in the proposal.	*
41	Describe any technological advances that your proposed products or services offer.	-Kohler is the first generator manufacturer to offer factory direct Hurricane-Rated Enclosures on our industrial stationary gas and diesel generators. Kohler meets both ballistic and wind load certifications per the Florida Building code requirements and 185 mph wind load rating to protect your generator from hazardous weather. -AMP603 generator controller is an intelligent, touch screen database loaded with all the generator information (and controls) you need. Whether you want to customize your screen navigation, download data for deeper analysis or parallel with load and generator management, this controller offers it all. It also continuously monitors and manages operating conditions to protect your generator from damage and ensure ultimate reliability, flexibility, and performance. See "APM 603 G12525" for more detailed information. -eFRAME Enclosure – Kohler has designed a range of enclosures specifically geared to accommodate Kohler generators. This allows for complete customization with the luxury of shorter lead times. The eFRAME walk-in enclosure is ideal for mission critical applications including data centers, water utility, and healthcare facilities. It has a custom-designed modular enclosure that is easily accessible for service without having to disconnect the generator, and has four external lifting eyes for easy site installation. The exterior is fade, scratch, and corrosion resistant. For more information please see "eframe enclosure g12545" attachment. -Paralleling Box – the mobile paralleling box allows the connection of 2 generators to one distribution bus. It provides contactors to connect to and disconnect from the bus, eliminating the need for motorized breakers for each generator set. Up to 4 boxes and 8 generators can be connected to single distribution bus. This helps provide redundancy in case a single generator fails allowing the remaining generators to pick up the load. It also allows multiple generators to be paired together to increase your kW output. See "mobile p-box" attachment for more information. -Paralleling Switchgear- Kohler paralleling switchgear systems are designed to manage your power needs by carefully monitoring and adjusting the load between generators that have been installed to work in tandem. As switchgear technology continues to advance, Kohler leads the charge with product enhancements keeping your system current, so you have reliable power that can be easily serviced. Our upgrades use the latest programmable logic control (PLC) and human interface (HMI). Upgraded system with a new PLC updated software for a more efficient and robust operation allows for acceleration of troubleshooting should the need arise. For more information reference "G12542 Paralleling Switchgear Upgrades". -KD Series, EPA Certified Tier 4 Final, No DPF (Diesel Particulate Filter). No DOC (Diesel Oxidation Catalyst). With only an SCR (Selective Catalytic Reduction), we have removed all those complicated aftertreatment specifications. Not only that, since these generators are built for prime power and peak shaving, your clients can save big on utility bills. It also allows greater flexibility for installations. This product won the 2021 Sustainability Award and is built for the most critical jobs on earth. For more information see the "KD Series Spec g12506" attachment. -Kohler gaseous generators ranging from 25-1300kW are tailored and targeted to your specific job requirements. Unlike most generator models, every Kohler generator is designed to work precisely for standby, prime, or continuous applications. Every model is available EPA-certified to meet operational requirements on pipeline natural gas. For more information see "G12349 Gas Generators" attachment.	*

		-HVO is made from waste products and residues such as vegetable oils, animal fats, and used cooking oils. It is 100% fossil-free and 100% recycled, and can reduce carbon emissions from your mission-critical power systems by up to 90%. Our generators are fully compatible with HVO and can be mixed in engines with diesel with no impact on performance; so, it is not just mission critical, it is planet critical too. For more information visit: https://hvo.kohlerpower.com/ -Our automatic transfer switches (ATS) have a new line of electrically operated bypass-isolation transfer switches that are designed to interface with KOHLER generators and paralleling switchgear. The new line of electrically operated bypass-isolation transfer switches, available as standard (KAS) and programmed (KAP) transition configurations, features advanced, single-touch controls allowing users to transfer critical loads between power sources. -In January of 2022 Kohler acquired Curtis Instruments, a leading electrification partner to OEMs across a broad range of markets. Curtis' product portfolio spans motor speed controllers, HMLs and instrumentation, power conversion, CAN modules and other accessories. With a deep roster of talent across five engineering centers, Curtis also develops advanced IOT solutions for its customers. The acquisition expands and diversifies Kohler's power portfolio by leveraging Curtis' electrification expertise with Kohler's well-established gasoline and diesel engine business to best serve off-highway OEM customers. -In 2022 Kohler also acquired Heila Technologies, a modular energy platform designed to advance a more modern, cleaner energy supply by simplifying the integration, operation, optimization and scale-up of DERs. Its decentralized system provides unparalleled automation and modularity, dramatically reducing system complexity and cost while increasing resiliency and reliability.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Kohler's growth and success since its founding in 1873 have been built on a solid foundation of honest and fair behavior and a culture of ethical leadership. As a dynamic and purpose-driven company, we stay focused on controlling what we can by practicing our mission, abiding by our guiding principles, and making sure we do all we can to leave the world a better place. Kohler ranked 45th in the EPA's green Power Partnership list of largest consumers of renewable power in 2021, with 100% of the electricity for US and Canada operations coming from renewable sources such as wind and solar. For information on Kohler Co's 2021 environmental, social, and governance report please visit the following URL: https://kohler.dirxion.com/BelieveInBetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/ In 2022, Kohler announced the offering of mission-critical diesel generators is compatible with Hydrotreated Vegetable Oil (HVO), marking a significant breakthrough in the usage of alternative fuels in backup power. HVO is made from waste vegetable oils and other feedstocks, provides a high-quality slot-in alternative to fossil diesel that can reduce carbon emissions by up to 90%. It is a liquid fuel that can be used in existing infrastructure, such as mission-critical generators, without any modifications. And it has complete blending compatibility with fossil diesel, providing end-users with total flexibility in their operations meaning that you can mix the two or use either/or as fuel. For more information visit: https://hvo.kohlerpower.com/ Please see "Kohler Co 2021 Environmental Social Governance Report" attached for more details and HVO sell sheet in the additional documents section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We are committed to leaving the world a better place than we found it and are working toward net zero environmental impact by 2035. For us, this means reducing or offsetting all greenhouse gas emissions for Kohler operations (scope 1 and 2) and sending zero solid waste to landfill; developing innovative energy- and water-saving products and encouraging people to act. See the report below for more details. https://kohler.dirxion.com/believeinbetter/KohlerCo-2021-Environmental-Social-Governance-Report/1/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Kohler is considered a large business but most of our distributors are considered small businesses. In addition, we partner with 2 companies: Native Instinct - SDVOSB (CVE) OLB Associates LLC - Woman Owned Small Business (WOSB)	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What makes Kohler unique is our obsession to supply resilient mission-critical power, but to do so innovatively, responsibly, and sustainably. Unlike many of our competitors, Kohler is a privately held family business that has been in operation for over 150 years, and our customers can expect to be treated as such. We are the only company that is solely dedicated to power. Our product offering will continue to adapt to the regulatory and environmental changes of the market. We have the designers, engineers, and vision to deliver constant innovation in mission-critical power generation. Our customers are our #1 focus, and our distributors are a direct extension of the Kohler family that are experts in selling and servicing our products. Unlike some of our competitors who are large public firms, we reinvest more than 90% of our earnings into our private family-owned business. We pride ourselves in product development and customer service in supplying a gracious experience for our customers. We have evolved from a power generator company to developing new products such as battery storage, microgrids, fuel cells, and other renewable energy products to serve our customers' power resiliency needs. There is no job that is too big or too small, and we will work with the customer during every step of the process. Government agencies, public and private schools/colleges, tribal government, and nonprofit organizations have relied on Kohler over the last 100 years. We are a turnkey solutions provider that can engineer, procure, and integrate power systems. From first contact through planning, project execution to maintenance, Kohler provides you with complete end-to-end support. Our dedicated project team assesses your project scope, requirements, and challenges, and supplies full support and transparency throughout every stage of the project. By working closely with you, we ensure that your project is equipped with reliable, custom-designed power systems tailored to your specifications and budget.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty covers all products, parts, and labor. We offer warranties ranging from 1 year up to 10 years. For more information on warranty, please see the attachments under the warranty information. The ZIP file attached "Warranty Policy and Procedures" has all relevant warranty info. TP5180 – Warranty Policies and Procedures TP5374- Stationery and Prime Power Warranty TP5820- Warranty Program Features TP6170- Industrial Trailer Mounted	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, warranties are available ranging from 1-year/2000 hours, whichever occurs first through optional 10-year warranties. Per EPA (Environmental Protection Agency) laws Stationary Emergency Power Systems can only be operated while a reliability utility is out of specification plus up to 100 hours/year for maintenance and readiness testing. For Stationary Non-Emergency and mobile diesel powered (CI) units EPA T4 Certification is required, or EPA certified (SI) Gas engines need to be used. These restrictions do not necessarily affect the warranty but misuse/application of EPA law is illegal. Start-up must be performed by Kohler Distributor, Dealer or Authorized Representative within 24 months of shipment. For more detailed information, please see the ZIP file attached in the warranty information section. Please see TP5374 mentioned in previous response, as well as TP5820 "Industrial Generator Set Limited Warranties" that provides more details on the various warranty options.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the standard warranty includes up to 150-, 200- or 300-miles round trip with travel time included depending upon the product category and covers the expenses of technicians travel time and mileage to perform warranty repairs. The ZIP file mentioned previously has all relevant information.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have service available in all regions supported by the Kohler service team and distributor service network. Sourcewell entities will be provided service for warranty repair from our distributor network supported by the Kohler service team at the factory. The local distributor in the Sourcewell entity's location will be the primary point of contact for service issues, and if any issues arise the dedicated Sourcewell account team from Kohler is there to help available 24/7/365.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Everything included in the Kohler proposal is covered by a Kohler warranty as Kohler is the manufacturer of these parts. There are no third-party items included in the Kohler proposal. If other items are negotiated between the Sourcewell member and local Kohler distributor, warranty on those items will be by other coverage not applicable in this agreement/proposal.	*
51	What are your proposed exchange and return programs and policies?	Exchange program is explained in the Kohler warranty statement, at the discretion of Kohler Co., defective product will be repaired or replaced. Due to the size and customization of each product for a specific application, returns are treated the same. Typically, damaged, or defective product is promptly repaired in the field at site by the local Kohler distributor and if needed with factory help. Please refer to the attached ZIP file in the warranty section for detailed information.	*
52	Describe any service contract options for the items included in your proposal.	Kohler distributors provide and renew service contracts every day for Kohler Power Systems products. Contracts are tailored to meet customer needs/budgets such as annual, semi-annual, or quarterly visits. Some also include annual load bank testing, fuel polishing and fuel delivery services unique to each customer. Kohler is offering a 5% discount on these services to Sourcewell members discussed later in the proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Traditional payment terms are net 30. POs will come from Sourcewell members to the local Kohler distributor, and as such the terms will be detailed on each quote/order. Kohler and its authorized distributors understand that terms can vary from project to project depending on scope of work and can be flexible to support end user requirements.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Kohler does not offer such programs; however, Kohler distributors may be able to assist Sourcewell members with leasing or financing options depending on the scope of work under the services category of products offered.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a standard process and template that we use to ensure that Sourcewell members receive the correct discount, and that the administrative fee is captured. Attached is a sample of the Sourcewell pricing template that we provide to our distributors. The pricing template contains the Sourcewell contract number, logo, and discount clearly highlighted to the customer. You can see the Sourcewell contract number at the top of the document. All documentation is provided to Sourcewell members through our distribution network who provide their own unique documents to the Sourcewell members. Please see, "Blank Sourcewell Copy Template" for an example.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sourcewell orders are fulfilled through our distributor network. Our authorized network of distributors can accept p-cards or credit cards as a form of payment, with an average transaction fee of 2% to the customer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	To ensure Sourcewell members can easily procure products at competitive discounts, Kohler is offering a simplified discount model that will be easily understood by the Sourcewell member. Due to the customizable nature of the products involved, Kohler is providing a discount off the configured list price. Freight, start-up, training, and maintenance agreements will be considered services. The discounts offered to Sourcewell members are better than what is widely available to non-members. Kohler does have the ability to offer additional discounts on a case-by-case basis to Sourcewell members. We are offering the following discount percentages off configured list price: -30% for gaseous generator products -32% for diesel generator products -30% for industrial ATS (automatic transfer switch) -30% for residential products -5% off list price for services The attached document titled, "Kohler Sourcewell Pricing 2022" holds further details on the products and services offered.

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The product pricing that Kohler is proposing is a discount off “configured list price” due to the customizable nature of the products offered in this proposal. The discount off configured list price will be taken off the final bill of material once configured by the Kohler distributor and confirmed by the Kohler account manager following the proposed discount structure below. For services Kohler is proposing a 5% discount off list price. -30% for gaseous generator products -32% for diesel generator products -30% for industrial ATS (automatic transfer switch) -30% for residential products -5% for services The attached document titled, “Kohler Sourcewell Pricing 2022” holds further details on the products and services offered.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	These discounts and rebates are considered on a case-by-case basis because in Kohler's experience most projects typically involve just one electrical power system. In cases where multiple systems are quoted/purchased at the same time, Kohler will review the opportunity and give a one-time consideration to provide an extra discount to the customer. If multiple units are purchased Kohler can consolidate freight to minimize cost for the end user. Rebate programs are not typical in this product line/industry as most customers purchase one or less electric power systems per year, however if larger volumes are purchased, we will review a volume discount on a case-by-case basis.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced, open market, or nonstandard options will be priced and fulfilled by the local Kohler authorized distributor per the Sourcewell discount schedule off list price at a 5% discount to Sourcewell customers. Some of these items can include fuel, storage tanks, testing/permits, service contracts, rental equipment, and parts.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Kohler does not automatically include freight costs at time of bid. Sourcewell members can request a Kohler preferred carrier freight quote through their distributor if they wish. If Sourcewell members can obtain freight at a lower rate, Kohler will mark the order as customer pick-up, FOB origin. Installation is performed by others due to coordination involving 3rd parties (i.e., architect, engineers, general contractors, and sub-contractors) to ensure building codes and inspections are met. Installation, supervision, start-up, and training will be quoted by the Kohler distributor and listed as separate line items as a service aligned with the 5% discount proposed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is quoted FOB Sheboygan, WI, 53083. Freight cost is determined by the size of the equipment and the shipping method required. The smaller product can be shipped by LTL (Less Than Truckload), whereas larger product requires specialized trailers such as drop deck, double drop, and low-boys, and can even require multiple trucks. Kohler is not involved in the arrangement of on-site delivery and off-loading. That is arranged through Kohler's authorized distributor, Sourcewell member, and necessary onsite personnel. If special equipment is required for installation, like cranes, quotes will need to be obtained through a 3rd party.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, or any offshore deliveries that require multiple-stage shipments and are quoted FOB Kohler. The first leg of the shipment is handled the same as if it were delivered to a site in the continental United States. The difference is that the first destination will be to a port on the coast where the equipment will be loaded onto a barge then shipped via ocean to its second destination. Canadian shipments will follow the same process as shipping to the lower 48 states. Special guidelines are followed by truckers when traveling over ice roads in northern territories to ensure the safety of equipment and driver. Whenever product leaves the United States proper export and import documents are maintained by Kohler's international traffic team to ensure smooth crossing at the border. Kohler can help in coordinating export packaging, if necessary, through a third party.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Two unique delivery methods that Kohler offers are the preferred carrier program for generators 700kW+ and split shipments. Through the preferred carrier program, Sourcewell members can capitalize on Kohler's partnership with local carriers. This benefit offers lower freight rates and peace of mind in knowing that equipment is being moved by the best in the industry. Split shipments are available when some equipment, like an Automatic Transfer Switch, is needed on site before the generator so that certain on-site construction can continue.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Kohler uses an SAP based business system and extends this system to all distributors. All quotes, purchases, and deliveries are made via this system, which makes monitoring activity seamless. We perform monthly, quarterly, and annual reports through this system to ensure Sourcewell entities receive the proper pricing, and correctly report all sales through the contract each quarter. Kohler has developed a dedicated dashboard within PowerBI to Sourcewell quotes and orders/sales providing visibility to all Sourcewell related activity. All Sourcewell quotes are verified by Kohler personnel prior to being sent to the customer to ensure that all terms and conditions are properly followed.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Kohler currently tracks all Sourcewell related activity in a dedicated PowerBI dashboard that shows all quote and order activity. We have visibility to all quotes and orders received as well as shipments. These metrics can be filtered down by each distributor and are presented at monthly meetings with each distributor to track and measure performance. Our data analytics group continues to make improvements to the dashboard, and it has visibility to all levels of the organization. Utilizing this dashboard, we can drill down from high level quote/order activity to the specific job that was quoted allowing us to measure contract success. A representative sample of internal metrics we have found as good indicators are the following: - Number of opportunities identified - Quote Net (\$) - Order Net (\$) - Win rate % - Repeat customers - Number of new customers Kohler is open to tracking additional metrics as suggested by Sourcewell in the future as part of a collaborative process together.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kohler is proposing the same general administrative fee which led to more than \$15M in sales over the term of the contract; not including the \$8M year to date in Sourcewell orders we have received this year. We expect even greater results in the next contract as our partnership with Sourcewell continues to grow and evolve. Kohler proposes a 2% fee of Kohler FOB net invoice price on equipment, which will exclude services, "open market", or "nonstandard items" such as freight, start-up, services, maintenance agreements, and training. Kohler will offer the customer a 5% discount on these items, but requests this to be excluded from the administration fee. For single projects exceeding \$2,000,000 (\$2M), Kohler will increase the administrative fee to 3% for that order. If Kohler coordinated Pre-Pay and Add freight is used, it will be treated as a service and not included in the administration fee. The discount will be limited to Kohler FOB bill of material and will exclude open market or nonstandard options that may be supplied by others.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you	We offer a full line of diesel and natural gas generators, which include mobile generators with trailers. We also offer the necessary equipment to supplement

are offering in your proposal.

generator purchases including Automatic Transfer Switches (ATS), switchgear, paralleling equipment, and microgrid solutions.

Our distributor network can also offer a variety of services, custom enclosures, fuel tanks, automatic transfer switches, and much more. To further enhance the Sourcewell members' experience and product offerings, our distributor network can supply rental equipment across the United States and Canada. A detailed description of Kohler's offerings is listed below.

Industrial Generators: We offer diesel generators ranging from 7 to 4,000kW, which is the largest standby generator on the market today. Our gaseous generators range from 25kW to 10,000kW and can be paralleled for a total of 100MW of power. The Kohler KD Series engines supply unparalleled power density and exceptional fuel economy. Think about the most important places in the world: hospitals, airports, data centers, water treatment plants, etc. Those are the places we protect. The ones that absolutely must have power—no matter what. And with diesel generators ranging from 7 to 4,000 kW, there are no jobs too small, no buildings too big. Kohler diesel generators are available EPA-certified. You can customize them any way you like with a variety of accessories. Our EPA-Certified Tier 4 final generators are the simplest tier 4 generators on the market and are trusted to supply power to critical infrastructure.

Residential Generators: Our standby and portable generators protect sensitive electronics from power surges and outages available in natural or LP (Liquid Propane). We also offer compatible automatic transfer switches that monitor the electricity coming from the utility, and when needed signal the generator to start within seconds. Our standby generators range from 6kW to 150kW, and our portable generators range from 1.8kW to 9kW. The smallest 1.8kW portable generator is solar powered and can generate 1440 watts of continuous power.

Mobile Generators: Our mobile generators range from 30kW to 175kW and are Tier 4 EPA-emission-certified for nonroad use with 110% containment of fuel, oil, and coolant. They are designed to be easy on the environment and have no DPF (diesel particulate filter) for a smaller overall footprint without DPF maintenance. Cooled exhaust gas recirculation (EGR) helps achieve the industry's toughest emissions standards. Ultraefficient performance provides savings for our customers. Tier 4 Final engines with lower operating costs give you heavy-duty power for any demanding application. Some of the standard features are:

- Trailer mounted
- Three-position selector switch: 277/480 V 3 Ph, 120/208 V 3 Ph, 120/240 V 1 Ph
- Two-way fuel valve easily switches from onboard to external fuel source
- Convenience receptacles: two 120 V, 15 A duplex outlets; and three 250 V, 50 A outlets
- Cold-weather package including block heater and battery heater
- Kohler Decision-Maker 3500 digital controller features user-friendly displays and keypad functions, plus advanced network communications for remote system monitoring and diagnostics

Automatic Transfer Switches (ATS): We offer customizable transfer switches ranging from 30 to 4,000 amps that are available in standard, bypass-isolation, and serve-entrance configurations. Our ATS products can be open, closed, and programmed transition with either breaker based or contractor-based configurations. When the grid fails, power is transferred to the standby system. And then it is back to business as usual.

Paralleling Switchgear: Whether your needs are for emergency, prime power, interruptible rate, or peak shaving applications, Kohler has the switchgear to back them all up. When it is time to spec, our team will take care of you every step of the way—from concept to startup. And we will engineer custom switchgear to meet your needs.

Kohler Power Reserve: For homes and businesses with solar panels, Power Reserve stores the solar energy gathered throughout the day and reserves that energy for use whenever you want it. The power reserve is compatible with any solar panel installation and can provide up to 7.6kW of continuous power. The system stores excess solar energy throughout the day and then uses that energy to power your home or business at night. We also have a 5kWh battery expansion available that can be added to the system.

Other services including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service, and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services will be provided by Kohler's distributor network at a 5% discount to Sourcewell customers.

Not to be confused for portable/towable generators that Kohler does provide, Kohler

		does not supply Ground Power Units. Please see the following attachments for more detail on specific products: - G125-18, Brochure, Full Line Industrial - G12458, Brochure, Standby and Portable Full Line - G12-429, Brochure, Consumer, Res/Commercial	
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Products, which include gaseous, diesel, industrial ATS, and residential -Services	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	☒ Yes ☐ No	Please note that Ground Power Units are not being proposed in this proposal, Kohler does not manufacture Ground Power Units.	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	☒ Yes ☐ No	Kohler is offering Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools as part of this proposal.	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	☒ Yes ☐ No	Kohler is offering these services through our distributor network at a 5% discount to Sourcwell members.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Kohler Sourcewell Pricing 2022.pdf - Friday September 16, 2022 09:02:51
- [Financial Strength and Stability](#) - Financial Information.zip - Wednesday September 14, 2022 11:54:23
- [Marketing Plan/Samples](#) - Marketing Plan Examples.zip - Wednesday September 14, 2022 11:55:17
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Policy and Procedures - Kohler ZIP.zip - Friday September 09, 2022 12:38:19
- [Standard Transaction Document Samples](#) - Blank Sourcewell Copy Template 4.4.2022.docx - Wednesday September 14, 2022 11:55:54
- [Upload Additional Document](#) - Additional Documents - References, Spec Sheets, Etc..zip - Wednesday September 14, 2022 11:59:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Kenefick, Vice President, Sales, Kohler Co.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☒	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☒	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☒	1
Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☒	1

ASSIGNMENT OF AND AMENDMENT TO CONTRACT # 092222-KOH

THIS ASSIGNMENT AGREEMENT is effective upon the date of the last signature below, and is by and among **Sourcewell; Kohler Power Systems**, N7650 Lakeshore Dr., Sheboygan, WI 53083 (**Kohler**); and **Discovery Energy, LLC**, 200 Twin Oaks Rd, Kohler, WI 53044 (**Supplier**).

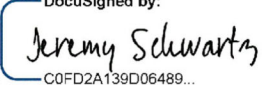
Sourcewell awarded a contract to Kohler to provide Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services for use by Sourcewell and its Participating Entities, effective November 23, 2022, through November 22, 2026 (Contract).

Kohler wishes to assign the Contract to Supplier; and the assignment provision of the Contract requires assignment only upon written consent of Sourcewell.

1. Kohler wishes to assign to Supplier all of Kohler's rights, responsibilities, and other provisions set forth in the Contract, Sourcewell Contract Number 092222-KOH.
2. Supplier has obtained a copy of the Contract from Kohler, and certifies it will comply with the terms of the Contract as executed Kohler and Sourcewell, except as amended below. The parties agree this assignment is unconditional and without recourse.
3. Kohler and Supplier jointly and severally represent and warrant to Sourcewell that:
 - a. Kohler is not in default of any of its obligations under the Contract;
 - b. Supplier is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
 - c. Kohler and Supplier request consent from Sourcewell to this assignment; and
 - d. Supplier accepts assignment of the provisions of the Contract.
4. In consideration for the above, Sourcewell consents to the assignment.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By:  _____
C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

Date: 4/12/2024 | 11:01 AM CDT

Kohler, LLC

By:  _____

Title: Vice President – Power Solutions

Date: Apr 11, 2024

Discovery Energy, LLC

By:  _____

Title: Vice President – Power Solutions

Date: Apr 11, 2024



RFP #092222
REQUEST FOR PROPOSALS
for
Electrical Energy Power Generation Equipment with Related
Parts, Supplies, and Services

Proposal Due Date: September 22, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	August 4, 2022
Pre-proposal Conference:	August 30, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	September 14, 2022, 4:30 p.m., Central Time
Proposal Due Date:	September 22, 2022, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 22, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services, including, but not limited to:

- a. Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators;
- b. Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools;
- c. Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services.

2. The primary focus of this solicitation is on electrical energy power generation equipment. Proposers may include related parts, accessories, or services, as described in 1. b. and 1. c. to the extent that these solutions are complementary to the power generation solutions being offered in 1. a. Proposers may include no more than a complementary or incidental offering from renewable energy sources such as wind, solar and microgrid solutions. This solicitation should NOT be construed to include “services-only” solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP ##040319)
- b. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719)
- c. Equipment Rental with Related Services (RFP#062320)
- d. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services (RFP #091422)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products, and used or refurbished equipment, if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$80 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict

Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;

- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/10/2022

Addendum No. 1

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In the RFP Questionnaire, Table 1, Question 2 – “Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.” If distributors are involved in the process, is Sourcewell asking to list all distributors or is this strictly at the OEM level?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and identify those of its subsidiary entities whose equipment, products, or services are included in the Proposal (if any).

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 8/10/2022, is required at the time of proposal submittal.



8/30/2022

Addendum No. 2

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Who is the incumbent for this contract? Can we review the previous winning bid?

Answer 1:

Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, navigate to the page on the Sourcewell website at the following address: <https://www.sourcewell-mn.gov/contract-search> and enter the relevant search term. A currently active contract offering similar solutions is #120617.

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 8/30/2022, is required at the time of proposal submittal.



9/06/2022

Addendum No. 3

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will a list of registered plan takers be provided to all plan takers at any point in this RFP process?

Answer 1:

A list of plan takers will not be provided as part of the solicitation process.

Question 2:

Can you clarify what is acceptable for financial stability besides releasing full financial documents.

Answer 2:

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability/success to Sourcewell. Examples of potential supporting material are identified in the text of the question on financial strength and stability in Table 2, "Company Information and Financial Strength," in Step 1 of the proposal preparation process. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 9/06/2022, is required at the time of proposal submittal.



9/09/2022

Addendum No. 4

Solicitation Number: RFP 092222

Solicitation Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We provide solar electrical power generation equipment and services. Will you confirm whether we may respond to this solicitation?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 092222 posted to the Sourcewell Procurement Portal on 9/09/2022, is required at the time of proposal submittal.



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Thursday, 08/04/2022

Contracting Opportunity

Title: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 092222

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 08/04/2022

Due Date/Time: 09/22/2022 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Utilities & Green Energies - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Caterpillar, Inc.

Cummins

Kohler

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



DJC OREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

**ELECTRICAL ENERGY POWER GENERATION EQUIPMENT WITH RELATED PARTS, SUPPLIES, AND SERV
Sourcewell; Bid Location Staples, MN, Todd County; Due 09/22/2022 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

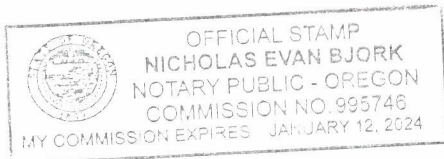
8/5/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 5th DAY OF August, 2022

Michelle Ropp

Notary Public-State of Oregon



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12144194
Client Reference No:

EXHIBIT A

**SOURCEWELL
ELECTRICAL ENERGY POWER
GENERATION EQUIPMENT WITH
RELATED PARTS, SUPPLIES, AND
SERVICES**

**Proposals due 4:30 pm,
September 22, 2022**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 5, 2022. 12144194

PROOF OF PUBLICATION

Carol Jackson
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/04/2022, 08/11/2022

and that the fees charged are legal.
Sworn to and subscribed before on 08/11/2022

Martine Verhagen
Legal Clerk

Vicky Felty
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$48.30

Order No: 7603251

of Copies:

Customer No: 727698

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

VICKY FELTY
Notary Public
State of Wisconsin

From: [The Legals Adportal](#)
To: [Carol Jackson](#)
Subject: Thank you for placing your order with us IPL0083829
Date: Monday, August 1, 2022 8:28:23 AM

EXTERNAL

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records. This transaction will show up on your credit card statement as McClatchy.

Job Details

Order Number: **IPL0083829**
Classification: [Legals & Public Notices](#)
Package: [COL - Legal Ads](#)
Order Cost: **\$137.40**

Account Details

SOURCEWELL IP
PO BOX 219
STAPLES, MN ♦ 56479
218-894-1930
carol.jackson@sourcewell-mn.gov
SOURCEWELL

Schedule for ad number IPL00838290

Thu Aug 4, 2022
The State (Columbia) *All Zones*

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

W000000000

Publication Dates

Analysis

Continued from Page 4C

ties of this year," Elias said. "We have a shot at a wild card right now. But it is not a probability that we're going to win a wild card."

LOSER: Chicago White Sox

This is the most underachieving team in baseball, sitting in third place in the AL Central.

They picked up Diekmann from the Boston Red Sox, couldn't stomach the prices for starting pitchers or sluggers on the market, and stopped dealing.

"We're disappointed that we weren't able to do more to try to improve this club," GM Rick Hahn said. "Anyone out there feeling a level of frustration and disappointment, I'm right there with you."

Just imagine the uproar in Chicago if they don't make the playoffs.

"We've lost a little bit of our swagger," Hahn said. "I'd like to see that come back."

LOSER: Chicago Cubs

Remember that emotional scene when the Cubs gave All-Star catcher Willson Contreras a standing ovation, with Contreras crying in the arms of teammate Ian Happ, thanking the Cubs for all the memories?

Well, it turned out to be nothing more than a dress rehearsal.

Contreras is back. So is Happ.

The only players to leave were relievers David Robertson to the Phillies and Mychal Givens to the Mets. That was it.

Cubs President Jed Hoyer put a high price tag on Contreras and Happ, and when no one blinked, Hoyer decided to simply keep them. Happ still is under club control for another year, but Contreras is a free agent and won't be returning.

So all they get back for Contreras, the best position player on the market not named Juan Soto, is a draft pick when they make him a qualifying offer.



Twins outfielder Byron Buxton was a first-time All-Star in 2022.

ORLANDO RAMIREZ/USA TODAY SPORTS

"We were willing to listen if someone gave us a piece that could really help our future," Hoyer said. "We never crossed that threshold. Willson is a really valuable player. He's been a great Cub for six years now and we never got to that place where we felt comfortable making a deal."

LOSER: San Francisco Giants

The Giants are 37-44 since the start of May, and it looked like they were going to start a fire sale with the trade of power hitter Darin Ruff to the Mets, and then dumping injured catcher Curt Casalli to the Mariners, injured reliever Trevor Rosenthal to the Brewers and injured starter Matt Boyd to the Mariners. And stopped.

They listened to offers for All-Star starter Carlos Rodon and All-Star outfielder Joc Pederson but never budged.

They remain in no-man's land. They're not in the race, not out of the race, and just hangin' around, 4 ½ games out of a wild-card berth.

"We're always kind of juggling the present and the future," team President Farhan Zaidi said. "There's a lot of moti-

vation to finish the year strong. And if we do, we have a chance to be a dangerous team. ...

"I don't see it as mixed message. We think we can compete with the guys we have so we think we're very much in the race."

LOSER: Milwaukee Brewers

You know it's a bad sign when the Brewers issue a lengthy statement on their social media account trying to calm their fan base on why they traded four-time All-Star closer Hader.

"Today's trade is about doing everything we can as an organization to continue our mission and our goal of giving our team as many bites at the apple as we possibly can," Brewers president of baseball operations David Stearns said.

"To sustain competitiveness and to avoid some of the down cycles that we've seen throughout baseball in the not-too-distant past. As we look around the industry, teams that have been able to sustain consistent competitiveness, get into the playoffs, compete for the playoffs every single year – these are

teams difficult

The Devin closer, without batting 28 ⅔ in

Yet Hader's sum "Yo

"Lots sense, "I v thing say ab Sor Trevor Bush f vor Ro soothe

LOSER

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Playoff rankings: Padres face a steep climb

Gabe Lacques

USA TODAY



man to slay their longtime tormentors in Houston, but New York will coast to the AL East title and hold a significant ad-

Riley c summ he wi



Opportunity Notice

Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services

Category: Goods

This opportunity is now
closed.

[View Bid Package](#)

[View Interested Vendors \(Bidders\)](#)

Opportunity Information

Organization:	Canoe Procurement Group of Canada
Organization Address:	
Reference Number:	AB-2022-04891
Solicitation Number:	AB-2022-04891
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	08/04/2022 01:00:00 PM Alberta Time
Closing (MM/dd/yyyy):	09/22/2022 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy):	08/04/2022 12:30:15 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive
Commodity Codes:	
N6115:	Generators and Generator Sets, Electrical
N6115B:	Generator Set, Diesel Engine
N6115F:	Generators, Electrical

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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SA.APCRequests@gov.ab.ca. His Majesty the King in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the opportunity closing date/time.

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

 Bid Details

Bid Classification: Goods
 Bid Type: RFP - General
 Bid Number: RFP 092222
 Bid Name: Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services
 Bid Status: **Closed**
 Bid Closing Date: Thu Sep 22, 2022 4:30:00 PM (CDT)
 Question Deadline: Wed Sep 14, 2022 4:30:00 PM (CDT)
 Electronic Auctions: Not Applicable
 Language for Bid Submissions: English unless specified in the bid document
 Submission Type: Online Submissions Only
 Submission Address: Online Submissions Only
 Public Opening: No
 Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **September 22, 2022, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Bid Document Access: Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories: [Show Categories \[+\]](#)

 Register for this Bid

 Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Tuesday August 30, 2022 10:00 AM (CDT)	No	

 Documents

File Name	Pages	
RFP_092222_Electrical_Energy_Power_Generation Wednesday July 27, 2022 07:53 AM	13	 Download
RFP_092222_Electrical_Energy_Power_Generation_Contract_Template Friday July 22, 2022 10:26 AM	18	 Download
RFP_092222-Electrical_Energy_Power_Generation_Pre-Proposal_Login_Instructions Friday August 26, 2022 10:25 AM	1	 Download
RFP_092222_Electrical_Energy_Power_Generation_Login_Instructions_Updated_090122 Thursday September 1, 2022 12:23 PM	--	 Download



Bid RFP #092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

[\[Switch to Vendor View\]](#)Bid Type **RFP**Bid Number **092222**Title **Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services**Start Date **Aug 4, 2022 8:11:13 AM CDT**End Date **Sep 22, 2022 4:30:00 PM CDT**Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[\[Notification report\]](#) [\[Access report\]](#)

Questions

0 Questions
0 Unanswered
[\[View/Ask Questions\]](#)

Edit Bid[\[Create Addendum\]](#)**Description**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid ConferenceDate **Aug 30, 2022 10:00:00 AM CDT**Location **Online Conference**Notes **Login information will be emailed two business days prior to the event.****Documents**

No Documents for this bid



Register

PENDING

Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.



Publish

Bid Announcements

Doc. Taker's List

Bidding

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✓ Invite Bidders

No

✓ Evaluate Response online

No

✓ Internal Approval

No

✓ Enable Collaboration with other Users

No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	092222
Solicitation Name	Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	092222 Electrical Energy Power Generation Equipment
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Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$200,000,000.00
Publish Date	08/04/2022	Closing Date & Time	09/22/2022 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Energy/ Fuel/ Chemical

Energy Products/ Services/ Management

Hydro, Batteries, Transformers, Consulting, Maintenance Services/Equipment For Renewable Energy, Generators, Booster pumps, Vending Miser, Energy Efficient Products (Fabricated Steel Crossarms, Energy Audit, Solar Energy, Photovoltaic etc.

Solicitation Overview

Sourcewell

Formerly NJPA

Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

092222

Closing Date: 09/22/2022 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD)	\$200,000,000.00 (Not shown to suppliers)
Reference Number	0000229581
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	092222
Title	Electrical Energy Power Generation Equipment with Related Parts, Supplies, Svcs
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2022/08/04 09:06:40 AM EDT
Question Acceptance Deadline	2022/09/14 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2022/09/22 05:30:00 PM EDT

Prebid Conference 2022/08/30 11:00:00 AM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2022/08/30 11:00:00 AM EDT
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document
Bid Documents List	

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
C	Construction Construction
515	Special trade construction work Special trade construction work
5150BK	POWER GENERATION POWER GENERATION
MERX Category (1)	
G	Goods Goods
G10	Electrical and Electronics Electrical and Electronics
UNSPSC Category (1)	
26000000	Power Generation and Distribution Machinery and Accessories
26110000	Batteries and generators and kinetic power transmission
26111600	Power generators



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #092222
Entitled

**Electrical Energy Power Generation Equipment with Related
Parts, Supplies, and Services**

The following advertisement was placed August 4, 2022 on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, USA Today, South Carolina's *The State*, August 5, 2022 in Oregon's *Daily Journal of Commerce*, and on August 4 and August 11, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 22, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Air Unlimited, Inc.	Merryman-Farr, LLC
Alco Building Solutions	Nebraska Generator Service, LLC
All Phase Contracting, Inc.	Pioneer Power Mobility
Alliance North America, Inc.	Power Conditioning Computer Services, Inc.
Apeiron Energy, Inc.	Power Technique North America, LLC
Caterpillar Inc.	PowerSecure, Inc.
Construction Industry Center	Prairie Fibre-Optic Group, Inc.
Construction Reporter	Prime Vendor, Inc.
Cummins Inc.	Pro-Tech Power Sales
DD DANNAR, LLC	PWXPress
Duke Electric (1977), Ltd.	Reelstrong, LLC
Electric Power Systems International, Inc.	Regina Construction Association

Facility Improvement Corp.	Rolls-Royce Solutions America, Inc. (MTU Americas, Inc.)
Fermata, LLC	Siemens Industry, Inc.
Finning International, Inc.	supplyFORCE
ForeFront Power, LLC	Taylor Power Systems, Inc.
Generac Power Systems Inc.	The X-Group of Companies (Turbine X Energy, Inc.)
Genie Retail Energy	UNITED RENTALS (NORTH AMERICA), INC.
GovZERO	Valor Holdings, LLC
IM Supply Company	Veteran Electrical Supply
In-Charge Energy, Inc.	Volvo Construction Equipment North America
Interstate Power Systems	Warshauer Electric Supply
Kohler Power Systems	WESCO
Lindsay Allison International	Wesco Distribution Canada
Mainspring Energy	X Group of Companies
Melanite Group, Ltd.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on September 22, 2022, at 4:31:32 pm CT. Proposals were received from the following:

Caterpillar Inc.
 Cummins Inc.
 DD DANNAR, LLC
 Fermata, LLC
 Generac Power Systems Inc.
 Kohler Power Systems
 MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc.
 PowerSecure, Inc.
 Taylor Power Systems, Inc.
 The X-Group of Companies (Turbine X Energy, Inc.)

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
 James Voelker, CPCM, CFCM, Procurement Lead Analyst
 Brandon Town, CPSM, CPSD, Procurement Analyst
 Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Caterpillar Inc. offers a full line of turn-key diesel and natural gas generator sets from 20 to 4000 kW, microgrid and battery energy solutions. Caterpillar has an expansive network of 800 dealers across the United States and Canada. They also provide Sourcewell participating entities with an extensive service network of over 20,000

service technicians, 468 locations, over 8,000 service bays and 8,500 field service trucks. Caterpillar’s pricing reflects a range of significant discounts from list pricing.

Cummins Inc. brings a complete line of diesel and natural gas/propane commercial generator products, transfer switches, and related services. Cummins will provide service to Sourcewell participating entities through their 230 branch locations throughout the United States and Canada. Cummins also has 3,400 certified technicians operating throughout North America. Cummins offers a discount from fair market value or typical sales price on equipment, products, and services.

Generac Power Systems Inc. manufactures a comprehensive selection of light towers, stationary, portable, residential, and mobile generators. Their sales staff and distribution network provide coverage throughout the United States and Canada to serve Sourcewell participating entities. Generac offers multiple power source options to include LP vapor, LP liquid, natural gas, well gas, and diesel/Bi-Fuel in their generator solutions. They are offering competitive range of discounts off MSRP by product line.

Kohler Power Systems is offering a full line of turnkey diesel and natural gas generators, Automatic Transfer Switches (ATS), switchgear, paralleling equipment, and microgrid solutions. With an extensive distribution network throughout the United States and Canada, Kohler is well prepared to serve Sourcewell participating entities. Kohler offers participating entities competitive discounts from configured list price.

MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc., has a long history of providing standby, emergency, continuous, prime, diesel, gas, and propane generators and power generation solutions. Their sales and service teams, along with their distributors, are ready to serve Sourcewell participating entities across the United States and Canada. Their standby generator set product line is designed, manufactured, and warranted for an 85% load factor. They are offering Sourcewell participating entities solid pricing discounts.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #092222 to:

Caterpillar Inc.	#092222-CAT
Cummins Inc.	#092222-CMM
Generac Power Systems Inc.	#092222-GNR
Kohler Power Systems	#092222-KOH
MTU Americas, Inc., dba Rolls-Royce Solutions America, Inc.	#092222-RYC

The preceding recommendations were approved on November 17, 2022.

DocuSigned by:

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

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James Voelker, CPCM, CFCM, Procurement Lead Analyst

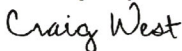
DocuSigned by:



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Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:



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Craig West, Procurement Analyst

STATEMENT OF COMPLIANCE

As Executive Director for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #092222 for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:



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Dr. Chad Coquette
Executive Director/CEO



Proposal Opening Record

Date of opening: September 22, 2022

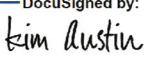
Sourcewell posted Request for Proposal #092222, for the procurement of Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, August 4, 2022, and the solicitation remained in an open status within the portal until September 22, 2022, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 22, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #092222 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

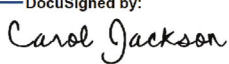
Responses were received from the following:

Caterpillar, Inc. - Submitted 9/22/22 at 11:48:50 AM
Cummins, Inc. - Submitted 9/22/22 at 8:52:00 AM
DD DANNAR, LLC - Submitted 9/20/22 at 12:20:58 PM
Fermata, LLC - Submitted 9/22/22 at 2:42:17 PM
Generac Power Systems, Inc. - Submitted 9/22/22 at 10:19:18 AM
Kohler Power Systems - Submitted 9/16/22 at 9:04:00 AM
PowerSecure, Inc. - Submitted 9/21/22 at 11:54:08 AM
Rolls-Royce Solutions America, Inc. (MTU Americas, Inc.) - Submitted 9/22/22 at 3:27:52 PM
Taylor Power Systems, Inc. - Submitted 9/22/22 at 1:56:49 PM
The X-Group of Companies (Turbine X Energy, Inc.) - Submitted 9/22/22 at 4:19:35 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 22, 2022, at 4:31:32 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

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Carol Jackson, Procurement Analyst



Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services RFP #092222

Proposal Evaluation

Possible Points	Caterpillar	Cummins Inc.	DD DANNAR, LLC	Fermata LLC	Generac Power Systems
Conformance to RFP Requirements	50	44	42		44
Pricing	400	315	329	315	338
Financial Viability and Marketplace Success	75	68	64	55	67
Ability to Sell and Deliver Service	100	91	84	72	83
Marketing Plan	50	44	38	43	45
Value Added Attributes	75	67	65	66	65
Warranty	50	43	43	44	43
Depth and Breadth of Offered Equipment, Products, or Services	200	183	178	144	169
Total Points	1,000	855	843	781	854
Rank Order	1	3	7	9	2

Possible Points	Kohler Power Systems	PowerSecure Inc	Rolls-Royce Solutions America Inc.	TAYLOR POWER SYSTEMS	The X-Group of companies
Conformance to RFP Requirements	50	44	43	40	36
Pricing	400	305	298	325	220
Financial Viability and Marketplace Success	75	64	62	63	49
Ability to Sell and Deliver Service	100	86	75	82	64
Marketing Plan	50	44	43	36	33
Value Added Attributes	75	66	62	53	51
Warranty	50	44	41	41	39
Depth and Breadth of Offered Equipment, Products, or Services	200	181	167	165	125
Total Points	1,000	834	791	805	617
Rank Order	4	6	5	8	10

DocuSigned by:
Kim Austin
6B30543C583401...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, CPSP, Procurement Analyst

DocuSigned by:
Craig West
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Craig West, Procurement Analyst

DocuSigned by:
James Voelker
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James Voelker, CPCU, CFCM, Procurement Lead Analyst

Sourcewell Member Kohler Discounts

Category	Discount off configured list price
Industrial Gas Generators	30%
Industrial Diesel Generators	32%
Industrial ATS	30%
All Residential Products	30%
All Services	5%

Industrial Generators								
Model/Part Number	Short Description	Type	HZ	Phase	Fuel Type	EPA Cert	Cooling	Sourcewell Discount (off configured list price)
25CCL	25 kW Genset NG/LPG	Gas	60	1 Phase or 3 Phase	LP/NG	New Source Performance Standard (NSPS) Certified	Liquid-Cooled	30%
30CCL	30 kW Genset NG/LPG	Gas	60	1 Phase or 3 Phase	LP/NG	New Source Performance Standard (NSPS) Certified	Liquid-Cooled	30%
36CCL	36 kW Genset NG/LPG	Gas	60	1 Phase or 3 Phase	LP/NG	New Source Performance Standard (NSPS) Certified	Liquid-Cooled	30%
KG40	40 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG45	45 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG50	50 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG60	60 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG80	80 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG100	100 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG125	125 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (60Hz Only)	Liquid-Cooled	30%
KG150	150 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (50Hz & 60Hz)	Liquid-Cooled	30%
KG180	180 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (50Hz & 60Hz)	Liquid-Cooled	30%
KG200	200 kW Genset NG/LPG	Gas	50 or 60	1 Phase or 3 Phase	LP/NG	EPA-Certified for Stationary Emergency Applications (50Hz & 60Hz)	Liquid-Cooled	30%
250REZXB	250 kW Genset NG/LPG	Gas	60	1 Phase or 3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary & Mobile Emergency & Non-Emergency Applications	Liquid-Cooled	30%
250RZXB	250 kW Genset NG/LPG	Gas	50 or 60	3 Phase	Rich-Burn LP/NG	N/A	Liquid-Cooled	30%
300REZXC	300 kW Natural Gas Genset	Gas	60	1 Phase or 3 Phase	Rich-Burn NG	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	30%
300REZXD	300 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary & Mobile Emergency & Non-Emergency Applications	Liquid-Cooled	30%
300RZXD	300 kW Genset NG/LPG	Gas	50 or 60	3 Phase	Rich-Burn LP/NG	N/A	Liquid-Cooled	30%
350REZXD	350 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary & Mobile Emergency & Non-Emergency Applications	Liquid-Cooled	30%
350RZXD	350 kW Genset NG/LPG	Gas	50 or 60	3 Phase	Rich-Burn LP/NG	N/A	Liquid-Cooled	30%
400REZXD	400 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary & Mobile Emergency & Non-Emergency Applications	Liquid-Cooled	30%
400RZXD	400 kW Genset NG/LPG	Gas	50 or 60	3 Phase	Rich-Burn LP/NG	N/A	Liquid-Cooled	30%
450REZXD	450 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	30%
500REZXD	500 kW Genset NG/LPG	Gas	60	3 Phase	Rich-Burn LP/NG	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	30%
15REOZK	15 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
20REOZK	20 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
30REOZK	30 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
30REOZK4	30 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
40REOZK	40 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
40REOZK4	40 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
35REOZT4	35 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
45REOZT4	45 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
48REOZK4	48 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
50REOZK	50 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
55REOZT4	55 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
60REOZK	60 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
80REOZJ4	80 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
80REOZJF	80 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%

Industrial Generators								
Model/Part Number	Short Description	Type	HZ	Phase	Fuel Type	EPA Cert	Cooling	Sourcewell Discount (off configured list price)
90REOZT4	90 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
100REOZJ4	100 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
100REOZJF	100 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
120REOZT4	120 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
125REOZJ4	125 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
125REOZJG	125 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
145REOZT4	145 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
150REOZJ4	150 kW EPA Tier 4 Diesel Genset	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA Certified for Stationary Emergency & Non-Emergency Applications	Liquid-Cooled	32%
150REOZJF	150 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
175REOZT4	175 kVA EPA Tier 4 Portable Diesel Genset (Trailer Mounted)	Diesel	60	1 Phase or 3 Phase	ASTM D975 or EN 590 ULSD / HVO / RD	Tier 4 Final EPA-Certified for Nonroad Applications	Liquid-Cooled	32%
180REOZJG	180 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
200REOZJF	200 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
230REOZJE	230 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
250REOZJE	250 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
275REOZJE	275 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
300REOZJ	300 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
350REOZJC	350kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
350REOZJD	350 kW Diesel Genset	Diesel	60	1 Phase or 3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
400REOZJC	400 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
400REOZJD	400 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 3 EPA-Certified for Stationary Emergency Applications	Liquid-Cooled	32%
500REOZJC	500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
500REOZVC	500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
550REOZVB	550 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
600REOZVB	600 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
750REOZMD	750 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD800	800 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD900	900 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD1000	1000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1250REOZMD	1250 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1250ROZMC	1250 kW Diesel Genset	Diesel	50 or 60	3 Phase	#2 Diesel / HVO / RD	N/A	Liquid-Cooled	32%
KD1250-A	50Hz, 1250 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD1250-4	1250 kW EPA Tier 4 Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD	Tier 4 EPA-Certified for Stationary, Prime, Continuous Applications	Liquid-Cooled	32%

Industrial Generators								
Model/Part Number	Short Description	Type	HZ	Phase	Fuel Type	EPA Cert	Cooling	Sourcewell Discount (off configured list price)
KD1350	1350 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD1500	1500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1600REOZMD	1600 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1600ROZMC	1600 kW Diesel Genset	Diesel	50 or 60	3 Phase	#2 Diesel / HVO / RD	N/A	Liquid-Cooled	32%
KD1600	1600 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
1750REOZMD	1750 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD1750	1750 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
2000REOZMD	2000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD2000	2000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD2250	2250 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD2500	2500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD2500-4	2500 kW EPA Tier 4 Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD	Tier 4 EPA-Certified for Stationary, Prime, Continuous Applications	Liquid-Cooled	32%
KD2800	2800 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD3000	3000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD3250	3250 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD3250-4	3250 kW EPA Tier 4 Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD	Tier 4 EPA-Certified for Stationary, Prime, Continuous Applications	Liquid-Cooled	32%
KD3500	3500 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%
KD4000	4000 kW Diesel Genset	Diesel	60	3 Phase	#2 Diesel ULSD / HVO / RD	Tier 2 EPA-Certified for Emergency Stationary Applications	Liquid-Cooled	32%

Industrial ATS			
Type	Description	AMPS	Sourcewell Discount off configured list price
Standard	KSS Series Rated Standard Transition 40-1200 Amps	40-1200	30%
Standard	KCS Any Breaker Rated Standard Transition 30-4000 Amps	30-4000	30%
Standard	KCP Any Breaker Rated Programmed Transition 150-4000 Amps	150-4000	30%
Standard	KCC Any Breaker Rated Closed Transition 100-4000 Amps	100-4000	30%
Bypass	KBS Bypass Isolation Standard Transition 100-4000 Amps	100-4000	30%
Bypass	KBP Bypass Isolation Programmed Transition 100-4000 Amps	100-4000	30%
Bypass	KBC Bypass Isolation Closed Transition 100-4000 Amps	100-4000	30%
Bypass	KAS Bypass Isolation Standard Transition 100-3000 Amps	100-3000	30%
Bypass	KAP Bypass Isolation Programmed Transition 100-3000 Amps	100-3000	30%
Service Entrance	KEP Service Entrance Programmed Transition 100-4000 Amps	100-4000	30%

Residential Generators							
Part #	Description	Standby (kW)	LCB (Amp)	Sourcewell Discount			
AIR-COOLED AUTOMATIC STANDBY GENERATOR, LPG, COLOR : KOHLER CASHMERE							
Standard Features: UL2200/CSA Approval, Steel 58 dBA Sound Shield, Standard Air Intake, VSC Controller with 2.5-Amp Battery Charger, Flexible Fuel Line, Hydraulic Magnetic Type Breaker, Five-Year Basic On-Grid / 18-Month Off-Grid Warranty, Field Convertible to Natural Gas Fuel							
6VSG-QS18	6VSG, 48V, Oil Makeup kit	6	N/A	30%			
6VSG-QS19	6VSG, 36V, Oil Makeup Kit, Comm Kit	6	N/A	30%			
6VSG-QS20	6VSG, 48V, Oil Makeup Kit, Comm Kit	6	N/A	30%			
6VSG-QS21	6VSG, 48V	6	N/A	30%			
6VSG-QS22	6VSG, 24V	6	N/A	30%			
AIR-COOLED AUTOMATIC STANDBY GENERATOR, NATURAL GAS, COLOR : KOHLER CASHMERE							
Standard Features: UL2200/CSA Approval, Battery Cables, Fuel Solenoid Valve & Secondary Regulator, Oil Drain Extension With Shutoff Valve, Rodent-Resistant Construction, Critical Silencer, Sound-Deadening, Flame-Retardant Sound Shield Foam, Carb- And EPA-Certified Fuel System, Flex Fuel Line, Easy-Connect Terminal Block, Five-Year Basic On-Grid Warranty, Field Convertible to LPG Fuel, OnCue Plus							
10RESV-QS8	10RESV, 1 PH, 240V, cUL/US, CSA	10	50	30%			
10RESVL-100LC12	10RESVL,RXT 100 Amp, LC-12 spaces, NEMA1	10	50	30%			
12RES-QS11	12RES, 1 PH, 240V, cUL/US, CSA (No OnCue Plus on ADC Controller)	12	40	30%			
12RESV-QS8	12RESV, 1 PH, 240V, cUL/US, CSA	12	60	30%			
12RESVL-100LC12	12RESVL,RXT 100 Amp, LC-12 spaces, NEMA1	12	60	30%			
14RCA-QS6	14RCA, 1 PH, 240V, cUL/US, CSA	14	70	30%			
14RCA-QS7	14RCA, 3 PH, 208V, cUL, CSA	14	50	30%			
14RCA-QS8	14RCA, 3 PH, 240V, cUL, CSA	14	50	30%			
14RCA-QS9	14RCA, 3 PH, 480V, cUL, CSA	14	25	30%			
14RCAL-200SELS	14RCAL,RXT 200 Amp,SE,Load Shed,NEMA 3R	14	70	30%			
14RCAL-100LC16	14RCA, 1 PH, 240V, cUL, RXT 100 AMP	14	70	30%			
AIR-COOLED AUTOMATIC STANDBY GENERATOR, NATURAL GAS, COLOR : KOHLER CASHMERE							
Standard Features: UL2200/CSA Approval, Battery Cables, Fuel Solenoid Valve & Secondary Regulator, Oil Drain Extension With Shutoff Valve, Rodent-Resistant Construction, Critical Silencer, Sound-Deadening, Flame-Retardant Sound Shield Foam, Carb- And EPA-Certified Fuel System, Flex Fuel Line, Easy-Connect Terminal Block, Five-Year Comprehensive On-Grid Warranty, Field Convertible to LPG Fuel, OnCue Plus							
20RCA-QS6	20RCA, 1 PH, 240V, cUL/US, CSA	20	100	30%			
20RCA-QS7	20RCA, 3 PH, 208V, cUL/US, CSA	20	70	30%			
20RCA-QS8	20RCA, 3 PH, 240V, cUL/US, CSA	20	60	30%			
20RCA-QS9	20RCA, 3 PH, 480V, cUL/US, CSA	20	30	30%			
20RCAL-200SELS	20RCAL, RXT 200 A SE, N3R, w/LOAD Man	20	100	30%			
LIQUID-COOLED AUTOMATIC STANDBY GENERATOR, NG/LP, Color: Kohler Cashmere							
Standard Features: UL2200/CSA, 60 Hz, Aluminum Sound Shield, Unit Mounted Radiator, Standard Air Intake, RDC2 Controller which includes a 2.5AMP Battery Charger, Flexible Fuel Lines, Coolant in generator, 45 C Cooling System and 5-Year Comprehensive Warranty, OnCue Plus							
24RCLA-QS1	24RCLA, 1 PH, 240V, UL, CSA	24	100	30%			
24RCLA-QS2	24RCLA, 3 PH, 208V, UL, CSA	24	90	30%			
24RCLA-QS3	24RCLA, 3 PH, 240V, UL, CSA	24	80	30%			
24RCLA-QS4	24RCLA, 3 PH, 480V, UL, CSA	24	40	30%			
24RCLA-QS50	24RCLA, 1 PH, 240V, UL, CSA, Blk Heater	24	100	30%			
30RCLA-QS1	30RCLA, 1 PH, 240V, UL, CSA	30	150	30%			
30RCLA-QS2	30RCLA, 3 PH, 208V, UL, CSA	30	125	30%			
30RCLA-QS3	30RCLA, 3 PH, 240V, UL, CSA	30	100	30%			
30RCLA-QS4	30RCLA, 3 PH, 480V, UL, CSA	30	50	30%			
30RCLA-QS50	30RCLA, 1 PH, 240V, UL, CSA, Blk Heater	30	150	30%			
LIQUID-COOLED AUTOMATIC STANDBY GENERATOR, NG/LP, Color: Kohler Cashmere							
Standard Features: UL2200/CSA, 60 Hz, Aluminum Sound Shield, Unit Mounted Radiator, Standard Air Intake, RDC2 Controller which includes a 2.5AMP Battery Charger, Flexible Fuel Lines, Coolant in generator, 45 C Cooling System and 5-Year Comprehensive Warranty, OnCue Plus							
38RCLC-QS1	38RCLB, 1 PH, 240V, UL, CSA	38	175	30%			
38RCLC-QS2	38RCLB, 3 PH, 208V, UL, CSA	38	150	30%			
38RCLC-QS3	38RCLB, 3 PH, 240V, UL, CSA	38	125	30%			
38RCLC-QS4	38RCLB, 3 PH, 480V, UL, CSA	38	60	30%			
38RCLC-QS50	38RCLB, 1 PH, 240V, UL, CSA, Blk Heater	38	175	30%			
48RCLB-QS6	48RCLB, 3 Ph, 120/208, 4P7BX Alternator	48	175	30%			
48RCLC-QS1	48RCLC, 1 PH, 240V, UL, CSA	48	200	30%			
48RCLC-QS2	48RCLC, 3 PH, 208V, UL, CSA	48	175	30%			
48RCLC-QS3	48RCLC, 3 PH, 240V, UL, CSA	48	150	30%			
48RCLC-QS4	48RCLC, 3 PH, 480V, UL, CSA	48	80	30%			
48RCLC-QS50	48RCLC, 1 PH, 240V, UL, CSA, Blk Heater	48	200	30%			
60RCLB-QS1	60RCLB, 1 PH, 240V, UL, CSA	60	250	30%			
60RCLB-QS2	60RCLB, 3 PH, 208V, UL, CSA	60	225	30%			
60RCLB-QS3	60RCLB, 3 PH, 240V, UL, CSA	60	200	30%			
60RCLB-QS4	60RCLB, 3 PH, 480V, UL, CSA	60	100	30%			
60RCLB-QS50	60RCLB, 1 PH, 240V, UL, CSA, Blk Heater	60	250	30%			

Residential Generators							
Part #	Description	Standby (kW)	LCB (Amp)	Sourcewell Discount			
LIQUID-COOLED AUTOMATIC STANDBY GENERATOR, NATURAL GAS, Color: Kohler Cashmere							
Standard Features: UL2200/CSA, Sound Shield, 45C Unit Mounted Radiator, Standard Air Intake, APM402 Controller, Flexible Fuel Lines, 12V-6A Battery Charger, Additional Gas Solenoid Valve, Rodent Guards, Silencer, Coolant in generator, Block Heater installed and 5-Year Basic Warranty							
KG80R-QS	KG80R, 1 PH, 120/240, 4T9X Alternator, Steel Enclosure	80	350	30%			
KG80R-QS1	KG80R, 1 PH, 120/240, 4T9X Alternator, Aluminum Enclosure	80	350	30%			
KG80R-QS2	KG80R, 3 Ph, 120/208, 4R9X Alternator, Steel Enclosure	80	300	30%			
KG80R-QS3	KG80R, 3 Ph, 120/240, 4R9X Alternator, Steel Enclosure	80	250	30%			
KG80R-QS4	KG80R, 3 Ph, 277/480, 4R9X Alternator, Steel Enclosure	80	125	30%			
KG80R-QS5	KG80R, 3 Ph, 120/208, 4R9X Alternator, Aluminum Enclosure	80	300	30%			
KG80R-QS6	KG80R, 1 PH, 120/240, 4T9X Alternator, Steel Enclosure, w/Catalyst, CA/MA Compliant	80	350	30%			
KG80R-QS7	KG80R, 1 PH, 120/240, 4T9X Alternator, Aluminum Enclosure, w/Catalyst, CA/MA Compliant	80	350	30%			
KG80R-QS8	KG80R, 3 Ph, 120/208, 4R9X Alternator, Steel Enclosure, w/Catalyst, CA/MA Compliant	80	300	30%			
KG100R-QS	KG100R, 1 PH, 120/240, 4T13X Alternator, Steel Enclosure, CA/MA Compliant	100	600	30%			
KG100R-QS1	KG100R, 1 PH, 120/240, 4T13X Alternator, Aluminum Enclosure, CA/MA Compliant	100	600	30%			
KG100R-QS2	KG100R, 3 Ph, 120/208, 4R12X Alternator, Steel Enclosure, CA/MA Compliant	100	350	30%			
KG100R-QS3	KG100R, 3 Ph, 120/240, 4R12X Alternator, Steel Enclosure, CA/MA Compliant	100	300	30%			
KG100R-QS4	KG100R, 3 Ph, 277/480, 4R12X Alternator, Steel Enclosure, CA/MA Compliant	100	150	30%			
KG100R-QS5	KG100R, 3 Ph, 120/208, 4R12X Alternator, Aluminum Enclosure, CA/MA Compliant	100	350	30%			
LIQUID-COOLED AUTOMATIC STANDBY GENERATOR, NATURAL GAS, Color: Kohler Cashmere							
Standard Features: UL2200/CSA, Sound Shield, 45C Unit Mounted Radiator, Standard Air Intake, APM402 Controller, Flexible Fuel Lines, 12V-6A Battery Charger, Additional Gas Solenoid Valve, Rodent Guards, Silencer, Coolant in generator, Block Heater installed and 5-Year Basic Warranty							
KG125R-QS	KG125R, 1 PH, 120/240, 4R12X Alternator, Steel Enclosure	125	600	30%			
KG125R-QS1	KG125R, 1 PH, 120/240, 4T13X Alternator, Aluminum Enclosure	125	600	30%			
KG125R-QS2	KG125R, 3 Ph, 120/208, 4R13X Alternator, Steel Enclosure	125	600	30%			
KG125R-QS3	KG125R, 3 Ph, 120/240, 4R13X Alternator, Steel Enclosure	125	400	30%			
KG125R-QS4	KG125R, 3 Ph, 277/480, 4R13X Alternator, Steel Enclosure	125	200	30%			
KG125R-QS5	KG125R, 3 Ph, 120/208, 4R13X Alternator, Aluminum Enclosure	125	600	30%			
150ERESC-QS8	150ERESC, 1 PH, 120/240, 4T13X Alternator, Steel Enclosure	150	600	30%			
150ERESC-QS9	150ERESC, 1 PH, 120/240, 4T13X Alternator, Aluminum Enclosure	150	600	30%			
150ERESC-QS10	150ERESC, 3 Ph, 120/208, 4S13X Alternator, Aluminum Enclosure	150	600	30%			
150ERESC-MV10	150ERESC, 3 Ph, 120/208, 4S13X Alternator, Steel Enclosure	150	600	30%			
150ERESC-MV11	150ERESC, 3 Ph, 120/240, 4S13X Alternator, Steel Enclosure	150	600	30%			
150ERESC-MV12	150ERESC, 3 Ph, 277/480, 4S13X Alternator, Steel Enclosure	150	250	30%			

Residential ATS

Part #	Amps	Phase	Voltage	Poles/Wire	Enclosure Type	Enclosure Material	Load Center	Service Entrance	UL	cUL	CSA	Combined Board w/Load Shed	Compatible with Load Shed Kit	Sourcewell Discount
RDT-CFNA-0100A-QS5	100	1Ph	240V	2Pole/3Wire	NEMA 1	Steel			X		X		X	30%
RDT-CFNA-0200A-QS5	200	1Ph	240V	2Pole/3Wire	NEMA 1	Steel			X		X		X	30%
RDT-CFNA-100B-MV04	100	1Ph	240V	2Pole/3Wire	NEMA 1	Steel	16		X	X				30%
RDT-CFNA-200B-MV04	200	1Ph	240V	2Pole/3Wire	NEMA 1	Steel	24		X	X				30%
RDT-CFNC-0100A-QS7	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X		X		X	30%
RDT-CFNC-0200A-QS7	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X		X		X	30%
RDT-CFNC-0100B-QS7	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum	16		X	X				30%
RDT-CFNC-0200B-QS7	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum	24		X	X				30%
RDT-CFNC-400A-QS10	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X				X	30%
RDT-CFNC-400A-QS11	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum					X		X	30%
RDT-CFNC-200ASEQS4	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X				X	30%
RDT-CFNC-200BSEQS3	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum	42	X	X					30%
RDT-CFNC-400ASEQS5	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X				X	30%
GM85273-SA6	100	1Ph	240V	2Pole/3Wire	NEMA 1	Steel	12		X					30%
RXT-JFNA-0100B-QS5	100	1Ph	240V	2Pole/3Wire	NEMA 1	Steel	16		X					30%
RXT-JFNC-0100B-QS4	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum	16		X					30%
RXT-JFNC-0100A-QS7	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X		X	X		30%
RXT-JFNC-0200A-QS7	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X		X	X		30%
RXT-JFNC-0400A-QS5	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum			X			X		30%
RXT-JFNC-400A-MV07	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum					X	X		30%
RXT-JFNC-100ASEQS4	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC-150ASEQS3	150	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC-200ASEQS4	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC-300ASEQS4	300	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC300CSEMV01	300	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X			X	X		30%
RXT-JFNC-400ASEQS4	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X	X			X		30%
RXT-JFNC-400CSEQS	400	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X			X	X		30%
RXT-JFNC-100CSEQS3	100	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X			X	X		30%
RXT-JFNC-200CSEQS3	200	1Ph	240V	2Pole/3Wire	NEMA 3R	Aluminum		X			X	X		30%
3 Phase - UL														
RXT-JCTC-0100A-QS4	100	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFTC-0100A-QS4	100	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMTC-0100A-QS4	100	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCTC-0200A-QS4	200	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFTC-0200A-QS4	200	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMTC-0200A-QS3	200	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCTC-400A-MV06	400	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFTC-400A-MV06	400	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMTC-0400A-QS3	400	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCVC-100A-MV06	100	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFVC-100A-MV06	100	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%

Residential ATS

Part #	Amps	Phase	Voltage	Poles/Wire	Enclosure Type	Enclosure Material	Load Center	Service Entrance	UL	cUL	CSA	Combined Board w/Load Shed	Compatible with Load Shed Kit	Sourcwell Discount
RXT-JMVC-100A-MV06	100	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCVC-200A-MV06	200	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFVC-200A-MV06	200	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMVC-200A-MV06	200	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JCVC-400A-MV06	400	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JFVC-400A-MV06	400	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
RXT-JMVC-400A-MV06	400	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X					30%
3 Phase - CSA														
RXT-JCTC-100A-MV03	100	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFTC-100A-MV03	100	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMTC-100A-MV04	100	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCTC-200A-MV03	200	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFTC-200A-MV03	200	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMTC-200A-MV04	200	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCTC-400A-MV07	400	3Ph	208V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFTC-400A-MV07	400	3Ph	240V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMTC-400A-MV04	400	3Ph	480V	3Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCVC-100A-MV07	100	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFVC-100A-MV07	100	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMVC-100A-MV07	100	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCVC-200A-MV07	200	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFVC-200A-MV07	200	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMVC-200A-MV07	200	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JCVC-400A-MV07	400	3Ph	208V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JFVC-400A-MV07	400	3Ph	240V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%
RXT-JMVC-400A-MV07	400	3Ph	480V	4Pole/4Wire	NEMA 3R	Aluminum			X		X			30%

Residential Clean Energy Products				
Part #	Description	Capacity (kWh)	AC / DC Coupled	Sourcewell Discount
KOH05-01	Energy Storage 5kWh Add-On	5	N/A	30%
KOH10AC-7600-01	Energy Storage 10kWh AC-coupled 7600W	10	AC	30%
KOH10DC-7600-01	Energy Storage 10kWh DC-coupled 7600W	10	DC	30%
KOH15AC-7600-01	Energy Storage 15kWh AC-coupled 7600W	15	AC	30%
KOH15DC-7600-01	Energy Storage 15kWh DC-coupled 7600W	15	DC	30%
KOH20AC-7600-01	Energy Storage 20kWh AC-coupled 7600W	20	AC	30%
KOH20DC-7600-01	Energy Storage 20kWh DC-coupled 7600W	20	DC	30%
KOH10AC-7600-01-NA	Energy Storage 10kWh AC-coupled 7600W AT&T	10	AC	30%
KOH10DC-7600-01-NA	Energy Storage 10kWh DC-coupled 7600W AT&T	10	DC	30%
KOH15AC-7600-01-NA	Energy Storage 15kWh AC-coupled 7600W AT&T	15	AC	30%
KOH15DC-7600-01-NA	Energy Storage 15kWh DC-coupled 7600W AT&T	15	DC	30%
KOH20AC-7600-01-NA	Energy Storage 20kWh AC-coupled 7600W AT&T	20	AC	30%
KOH20DC-7600-01-NA	Energy Storage 20kWh DC-coupled 7600W AT&T	20	DC	30%

Services Category	Sourcewell Discount
Freight	5%
Startup	5%
Training	5%
Rental Rates	5%
Used Kohler Equipment	5%
Kohler Parts	5%
Custom Tanks & Enclosures	5%
Custom ATSS	5%
Preventative Maintenance Agreements/Service (all brands)	5%
Installation by contractors (turn-key)	5%
Design and customization	5%
Engineering	5%
Commissioning	5%
Decommissioning and repurposing	5%
Repairs	5%

**SOURCEWELL
STATE OF MINNESOTA**



Member Thomas moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

7/19/2022

Resolution No. 2022-20

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Thomas, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2022

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Conducted Energy Weapons		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Electrical Energy Power Generation with Related Services		
	Trailers with Related Equipment, Accessories, and Services		
CONSENT AGENDA ITEMS	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	Advanta Health Solutions, Inc.	051922-ADV	"Wellness Engagement Program Solutions and Related Services"
	HealthSource Solutions, LLC	051922-HSS	"Wellness Engagement Program Solutions and Related Services"
	Lifemark Occupational Health and Wellness	051922-LFM	"Wellness Engagement Program Solutions and Related Services"
	Propel, Inc.	051922-PRL	"Wellness Engagement Program Solutions and Related Services"
	Telligen, Inc.	051922-TGN	"Wellness Engagement Program Solutions and Related Services"
	Virgin Pulse, Inc.	051922-VRG	"Wellness Engagement Program Solutions and Related Services"
	WellSpark Health, Inc.	051922-WSH	"Wellness Engagement Program Solutions and Related Services"
CONSENT AGENDA ITEMS	CONTRACT EXTENSIONS		
	Supplier Name	Contract Number	Solicitation Title
CONSENT AGENDA ITEMS	NEW IDIQ CONTRACTS		
	Company Name	Contract Number	State - Region - Type of Work
	Mans Construction Company	NM-R1-E-060222-MCO	New Mexico - Region 1 - Electrical
	Ross Wes Electrical Services	NM-R1-E-060222-RWE	New Mexico - Region 1 - Electrical
	Core Construction Services of Texas	NM-R1-GC-060222-CCT	New Mexico - Region 1 - General Construction
	Consolidated Builders of NM	NM-R1-GC-060222-COB	New Mexico - Region 1 - General Construction
	GM Builders, Inc.	NM-R1-GC-060222-GMB	New Mexico - Region 1 - General Construction
	HB Construction, Inc.	NM-R1-GC-060222-HCO	New Mexico - Region 1 - General Construction
	Mans Construction Company	NM-R1-GC-060222-MCO	New Mexico - Region 1 - General Construction
	Dallago Corporation	NM-R1-HVAC-060222-DCO	New Mexico - Region 1 - Mechanical/HVAC
CONSENT AGENDA ITEMS	Dallago Corporation	NM-R1-P-060222-DCO	New Mexico - Region 1 - Plumbing
	National Roofing Company, Inc.	NM-R1-R-040622-NRC	New Mexico - Region 1 - Roofing
	DKG & Associates, Inc.	NM-R1-R-060222-DKG	New Mexico - Region 1 - Roofing
	GM Builders, Inc.	NM-R1-R-060222-GMB	New Mexico - Region 1 - Roofing
	Mans Construction Company	NM-R2-E-060222-MCO	New Mexico - Region 2 - Electrical
	Ross Wes Electrical Services	NM-R2-E-060222-RWE	New Mexico - Region 2 - Electrical
	Core Construction Services of Texas	NM-R2-GC-060222-CCT	New Mexico - Region 2 - General Construction
	Consolidated Builders of NM	NM-R2-GC-060222-COB	New Mexico - Region 2 - General Construction
	GM Builders, Inc.	NM-R2-GC-060222-GMB	New Mexico - Region 2 - General Construction
	HB Construction, Inc.	NM-R2-GC-060222-HCO	New Mexico - Region 2 - General Construction
CONSENT AGENDA ITEMS	WWRC, Inc.	NM-R2-GC-060222-WRI	New Mexico - Region 2 - General Construction
	WWRC, Inc.	NM-R2-HVAC-060222-WRI	New Mexico - Region 2 - Mechanical/HVAC
	WWRC, Inc.	NM-R2-P-060222-WRI	New Mexico - Region 2 - Plumbing
	DKG & Associates, Inc.	NM-R2-R-060222-DKG	New Mexico - Region 2 - Roofing
	GM Builders, Inc.	NM-R2-R-060222-GMB	New Mexico - Region 2 - Roofing
	National Roofing Company, Inc.	NM-R2-R-060222-NRC	New Mexico - Region 2 - Roofing
	WWRC, Inc.	NM-R2-R-060222-WRI	New Mexico - Region 2 - Roofing
	Mans Construction Company	NM-R3-E-060222-MCO	New Mexico - Region 3 - Electrical
	Consolidated Builders of NM	NM-R3-GC-060222-COB	New Mexico - Region 3 - General Construction
	Jim Sena Construction Co., Inc.	NM-R3-GC-060222-JSC	New Mexico - Region 3 - General Construction
CONSENT AGENDA ITEMS	Junior Builders	NM-R3-GC-060222-JUB	New Mexico - Region 3 - General Construction

APPENDIX A Continued

WWRC, Inc.	NM-R3-HVAC-060222-WRI	New Mexico - Region 3 - Mechanical/HVAC
Junior Builders	NM-R3-P-060222-JUB	New Mexico - Region 3 - Plumbing
WWRC, Inc.	NM-R3-P-060222-WRI	New Mexico - Region 3 - Plumbing
GM Builders, Inc.	NM-R3-R-060222-GMB	New Mexico - Region 3 - Roofing
Jim Sena Construction Co., Inc.	NM-R3-R-060222-JSC	New Mexico - Region 3 - Roofing
WWRC, Inc.	NM-R3-R-060222-WRI	New Mexico - Region 3 - Roofing
Mans Construction Company	NM-R4-E-060222-MCO	New Mexico - Region 4 - Electrical
Consolidated Builders of NM	NM-R4-GC-060222-COB	New Mexico - Region 4 - General Construction
Jim Sena Construction Co., Inc.	NM-R4-GC-060222-JSC	New Mexico - Region 4 - General Construction
Junior Builders	NM-R4-GC-060222-JUB	New Mexico - Region 4 - General Construction
National Construction, Inc.	NM-R4-GC-060222-NCI	New Mexico - Region 4 - General Construction
WWRC, Inc.	NM-R4-GC-060222-WRI	New Mexico - Region 4 - General Construction
WWRC, Inc.	NM-R4-HVAC-060222-WRI	New Mexico - Region 4 - Mechanical/HVAC
Junior Builders	NM-R4-P-060222-JUB	New Mexico - Region 4 - Plumbing
Master Plumbers, LLC	NM-R4-P-060222-MAP	New Mexico - Region 4 - Plumbing
WWRC, Inc.	NM-R4-P-060222-WRI	New Mexico - Region 4 - Plumbing
DKG & Associates, Inc.	NM-R4-R-060222-DKG	New Mexico - Region 4 - Roofing
GM Builders, Inc.	NM-R4-R-060222-GMB	New Mexico - Region 4 - Roofing
Jim Sena Construction Co., Inc.	NM-R4-R-060222-JSC	New Mexico - Region 4 - Roofing
Mans Construction Company	NM-R4-R-060222-MCO	New Mexico - Region 4 - Roofing
WWRC, Inc.	NM-R4-R-060222-WRI	New Mexico - Region 4 - Roofing
Mans Construction Company	NM-R5-E-060222-MCO	New Mexico - Region 5 - Electircal
Ross Wes Electrical Services	NM-R5-E-060222-RWE	New Mexico - Region 5 - Electircal
Core Construction Services of Texas	NM-R5-GC-060222-CCT	New Mexico - Region 5 - General Construction
Consolidated Builders of NM	NM-R5-GC-060222-COB	New Mexico - Region 5 - General Construction
GM Builders, Inc.	NM-R5-GC-060222-GMB	New Mexico - Region 5 - General Construction
HB Construction, Inc.	NM-R5-GC-060222-HCO	New Mexico - Region 5 - General Construction
White Sands Construction, Inc.	NM-R5-GC-060222-WSC	New Mexico - Region 5 - General Construction
DKG & Associates, Inc.	NM-R5-R-060222-DKG	New Mexico - Region 5 - Roofing
GM Builders, Inc.	NM-R5-R-060222-GMB	New Mexico - Region 5 - Roofing
Mans Construction Company	NM-R5-R-060222-MCO	New Mexico - Region 5 - Roofing
National Roofing Company, Inc.	NM-R5-R-060222-NRC	New Mexico - Region 5 - Roofing
Smith Roofing, Inc.	NM-R5-R-060222-SMR	New Mexico - Region 5 - Roofing
IDIQ Contract Extensions		
Company Name	Contract Number	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp.	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Tecta America Corp.	KY-NC-RW02-062420-TEA	
Tecta America Corp.	KY-E-RW02-062420-TEA	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-NC-HVAC02-062420-LMC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

12/20/2022

Resolution No. 2022-34

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts, Kircher
and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - Decemberr 2022

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

NONE

Requesting Board permission to Re-Solicit the following categories:

Scoreboards, Digital Displays, and Video Boards with Related Services

Recycling and Repurposing Equipment

Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Axon Enterprise, Inc.	092722-AXN	"Conducted Energy Weapons"
Phazzer, LLC	092722-PZR	"Conducted Energy Weapons"
Caterpillar, Inc.	092222-CAT	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
Cummins, Inc.	092222-CMM	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
Generac Power Systems	092222-GNR	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
Kohler Company	092222-KOH	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"
MTU Americas dba Rolls-Royce Solutions America, Inc.	092222-RYC	"Electrical Energy Power Generation Equipment with Related Parts, Supplies and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Company Name	Contract Number	State - Region - Type of Work
Ernst & Young Advisors	101718-EYG	"Wireless Technology Infrastructure Consultative Services"
W.W. Grainger, Inc.	121218-WWG	"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"
CNH Industrial	032119-CNH	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
Hyundai Construction Equipment	032119-HCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
Komatsu America Corp.	032119-KOM	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
Volvo, LLC	032119-VCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
SHI International Corp.	081419-SHI	"Technology Catalog Solutions"
CDW Government, LLC	081419-CDW	"Technology Catalog Solutions"
GovConnection, Inc.	081419-GVC	"Technology Catalog Solutions"
Colonial Life & Accident Insurance	100319-CLA	"Group Employee Benefits and Related Services"
National Cooperative Leasing	011620-NCL	"Tax-Exempt Municipal Leasing with Related Services"
Staples Contract & Commercial	012320-SCC	"Office Supply Catalog Solutions"

NEW IDIQ CONTRACTS

IDIQ Contract Extensions

Company Name	Contract Number	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	

[illegible]



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **NATIONAL AUTO FLEET GROUP (PURCHASE AGREEMENT)**

RECOMMENDATION:

COUNCIL TO APPROVE THE PURCHASE OF (1) MACK MP8-445C ROLL OFF TRUCK IN THE AMOUNT OF \$251,400.00 FROM NATIONAL AUTO FLEET GROUP THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT # 032824-NAF PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE.

BACKGROUND:

This is an expansion unit, 4079 (SWST_F066) was approved with the passage of the FY25 budget for the solid waste division.

DISCUSSION:

Due to City growth and expansion of the recycling program, this truck will be used for collecting recycling containers from our drop off sites and large multifamily customers. Additionally, it will provide a spare truck. This purchase will be for frontline use, and the oldest roll-off truck would now be able to function as a backup when these assets need to go in for maintenance or repairs.

BUDGET/STAFF IMPACT:

This truck came in under budget and was approved for FY25 purchases.

These unit was unanimously approved at the January14th Equipment Committee,

ATTACHMENTS: SRF (#3) , Sourcewell Quote ID#3109HD (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-90

NATIONAL AUTO FLEET GROUP (PURCHASE AGREEMENT)

A RESOLUTION TO APPROVE THE PURCHASE OF A MACK ROLL OFF TRUCK FROM NATIONAL AUTO FLEET GROUP IN THE AMOUNT OF \$251,400.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, expansion unit 4079 was approved with the passage of the 2025 budget; and

WHEREAS, due to City growth and expansion of the recycling program, this truck will be used for collecting recycling containers from drop off sites and large multifamily customers and will provide a spare truck; and

WHEREAS, this purchase was unanimously recommended for approval at the January 14th 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 a Mack Roll Off Truck from National Auto Fleet Group in the amount of \$251,400.00, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, pursuant to a Sourcwell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2025-90

Item ID

2/4/2025

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

Chelsey Voden

1/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL TO APPROVE THE PURCHAE OF (1) MACK MP8-445C ROLL OFF TRUCK IN THE AMOUNT OF \$251,400.00 FROM NATIONAL AUTO FLEET GROUP THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT # 032824-NAF PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE. TO BE EXPANSION UNIT 4079 (SWST_F066).

Budget Impact:

9700.770.1920-5802.00

FLEET

Account Number

Fund

02082.2025

RECYCLING & TRASH VEHICLES/ EQUIPMENT

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 459,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 459,000.00

Does item have a direct cost? Yes

Item Cost

\$ 251,400.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 207,600.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

12/20/2024

Quote ID#3109HD (R1)

Mr. Ross Jackson

City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701

Dear Ross Jackson,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**Stock 2025 Mack Granite 64R, MP8-445C Mack Engine, Mack TMD13AFO-HD mDrive Transmission with 60,000# Galfab Hoist and Premium Tec Tool**) and provided by Mr. Corey Miller with Bruckner's Truck & Equipment, each for:

	List Price	Contract Price	Adj. Discount	Total Savings
Chassis and Option	\$ 223,421.00	\$ 172,675.00	22.71%	\$ 50,746.00
W.A. Jones Quote		\$ 78,725.00		
Tax (0.00%)		\$ 0.00		
Total		\$ 251,400.00		

Price Above Includes the Following:

1. 5 yr 250,000 mile chassis plan
2. 5 yr 250,000 mile engine plan 2
3. 5 yr 250,000 mile EAT's
4. 5 yr 250,000 mile trans and clutch
5. 5 yr 250,000 mile rear axle

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 032824-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



Quote

Arkansas Municipal Equipment

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

To: Bruckner mack

QUOTE:# RINTGALFHOIST

Date: 12/9/2024

AR Dealer # M 8116

Qty	Description	Each	Total
1.00	60,000 lb Galfab Hoist	\$ 78,725.00	\$ 78,725.00
1.00	Pioneer rack in pinion tarper	\$ -	\$ -
	Wireless Safety Remote	\$ -	\$ -
	PTO-muncie allison 4000 series	\$ -	\$ -
	Hyd pump- 39 GMP 1-15 Permco	\$ -	\$ -
	Hyd Valve - 5 spool - 2A 3M Upright	\$ -	\$ -
	valve mont -SF-2-3-4-5-6-7 spool platform	\$ -	\$ -
	Hose Kit 2SP-TA-FM--Tarp mount	\$ -	\$ -
	Hyd tank- 48gal - side mount	\$ -	\$ -
	Hoist control -2 spool air-single prox	\$ -	\$ -
	Light Bumper- split standard duty	\$ -	\$ -
	DOT bumper light kit- No pintle hook selected	\$ -	\$ -
	ICC Bumper- Auto foldup- fender kit	\$ -	\$ -
	Tandum axle- poly- contour- 13	\$ -	\$ -
	Rear container hold down- ratchet strap	\$ -	\$ -
	Toll Box- 48- steel front load	\$ -	\$ -
	Tarping system- Pioneer- RP4500- OMIT V&D	\$ -	\$ -
	Hoist Finish- mounted Black	\$ -	\$ -
	Cable hoist install- mount	\$ -	\$ -
	Delivery	\$ -	\$ -
	Maunals & Training	\$ -	\$ -
	Subtotal	\$	78,725.00
	Sales tax		
	Freight		
	Total	\$	78,725.00

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



GALFAB HERMINATOR CONTROLS

Do more in less time with greater safety

Available on all Galfab models

Just move a finger

All main movements of the hoist can be controlled with the joystick

Long lifespan

Weather resistant, high grade plastics for a long lifetime protected by 2 year warranty

Code indication

Code warnings for maintenance reminders and troubleshooting

Programmable buttons

10 programmable buttons to meet your specific requirements. Can operate hoist, tarp, and additional equipment



Safety at night

Backlit display to easily identify the button you need at night

One handed operation

Controller is comfortable and optimized for one handed operations. Even with gloves on.

Remote Control for more functionality

Improved safety

Allows operator to stand safe distance from truck but still see what is happening

Better efficiency

Operate the truck functions from anywhere around the



**GALFAB**

ELECTRONIC WIRELESS CONTROLS

Key features



Battle tested control valve

In service for over 6 years all around the world in military applications



One wire installation

Quick installation

Simple troubleshooting



Customizable

Additional sections can be for tarp or other hydraulic equipment

All sections can be controlled from remote

Remote can also control container locking, work lights, sirens, etc.



Scan QR Code to contact your local sales representative

**GALFAB**

612 W 11th St, Winamac, IN 46996

(574) 516-6085





OR SERIES OUTSIDE RAIL HOIST

The Outside Rail roll-off hoist is the most commonly used hoist in the industry today. GALFAB offers this hoist with an 8" mainframe and 2" subframe or the very popular 10" sub frameless hoist.

Available in 60k and 75k pound models to fit any application.



Visit our website: GALFAB.com | Follow us on social media



| Call Today: 574-946-7767

THE GALFAB **ADVANTAGE**



Outboard Supported Side Rollers

Greasable Roller shaft is removable with two bolts for ease of replacement and maintenance.



Container Long Sill Support Rails

Rails aid in loading misaligned containers and give added support to the long sills increasing the life of your container.



Autofold DOT Bumpers

Bumper folds forward reducing the chance of bending and hang-ups in the landfill.



Rear Ground Roller Cover

Standard on all Outside Rail Hoists making it easier to load and unload containers.



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STANDARD FEATURES

- 8" x 4 x 1/2" Main Frame Tube
- 3" x 2" x 1/4" Subframe
- 2 1/2" Diameter Rear Hinge
- All Working Points Greaseable
- Pintle Ready Apron
- Auto Fold Forward DOT Bumper
- 1" Spring Loaded Container Locks
- 2 1/2" Diameter Lift Cylinder Shafts
- Interchangeable 10" Vertical and Horizontal Sheaves
- 3/8 inch x 3-inch Winch Cylinder Rod Covers
- 6 Inboard and Outboard Supported Outside Rollers
- Container Long Sill Supports on Rear of Hoist Mainframe
- 48 Gallon Oil Reservoir with Sight and Temperature Gauge
- 25 Micron Filtration
- Inside and Outside Controls
- LED Lighting System
- Choice of Forward or Reverse Mount Single-Stage or Telescopic Lift Cylinders
- 7/8" Cable with Heavy Duty Swivel Eye Hook
- GALFAB Auto-fold DOT Bumper
- 48-Degree Dump Angle on all Models
- 2 Minute Loading Cycle Time* Keeping your Drivers on the Road
- Hoist Up Alarm
- Backup Alarm

OPTIONAL FEATURES

- Behind Cab and Oversize Oil Tanks
- Tool Boxes
- Auxiliary Stops
- Poly or Steel Fenders
- Aluminum Fenders
- Tarping Systems
- "The Hooker" Hold On System
- Ratchet Tie Down Straps
- Pintle Hook
- Front Mount Pump
- PTO
- Drop Shaft
- On Board Scale Systems
- Work Lights
- Rear View Camera Systems
- Integrated hydraulics can be used, if hydraulic tarping is used



**"The Hooker"
Container
Securement System**



**Auxiliary fold down
stops**



Hydraulic Reservoirs



Tool Boxes



**Poly, Steel &
Aluminum Fenders**

Shop all replacement parts at:

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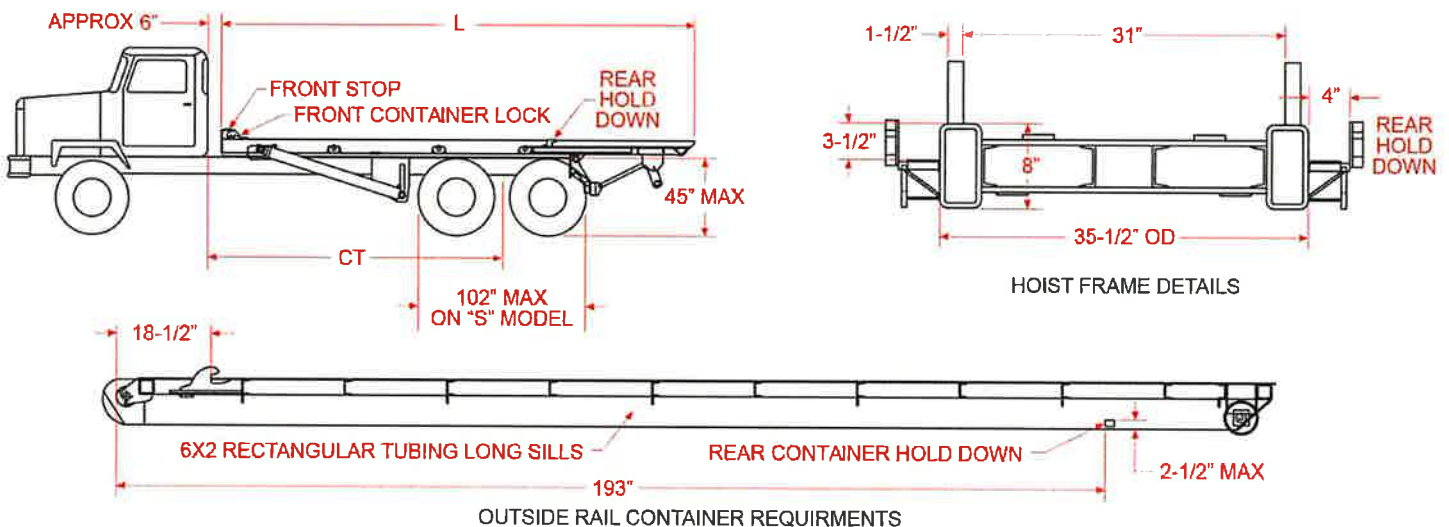
| Call Today: 574-946-7767

OR SERIES MODELS

Model	Capacity	CA	CA with tarp	Length	Dump Angle	Up (sec)*	Down (sec)*	On (sec)*	Off (sec)*	Lift Cylinder	Winch Cylinder	Container Length ft	Apx Weight lbs
OR60174S072	60,000	174"	186"	23'3"	48°	27	15	41	28	6" x 4" x 72" DA	7" x 4" x 79.5" DA	18'-22'	7550
OR60174S072R	60,000	174"	186"	23'3"	48°	27	15	41	28	6" x 4" x 72" DA	7" x 4" x 79.5" DA	18'-22'	7550
OR60174T121	60,000	174"	186"	23'3"	48°	35	29	41	28	6"-5"-4" x 121" DAT	7" x 4" x 79.5" DA	18'-22'	7225
OR75174S072F7	75,000	174"	186"	23'3"	48°	37	23	41	28	7" x 4" x 72" DA	7" x 4" x 79.5" DA	18'-22'	7550
OR75174S072R7	75,000	174"	186"	23'3"	48°	37	23	41	28	7" x 4" x 72" DA	7" x 4" x 79.5" DA	18'-22'	7550
OR75174T121	75,000	174"	186"	23'3"	48°	35	29	41	28	6"-5"-4" x 121" DAT	7" x 4" x 79.5" DA	18'-22'	7350
OR60194S072	60,000	194"	206"	24'11"	48°	27	15	46	31	6" x 4" x 72" DA	7" x 4" x 89.5" DA	20'-24'	7850
OR60194S072R	60,000	194"	206"	24'11"	48°	27	15	46	31	6" x 4" x 72" DA	7" x 4" x 89.5" DA	20'-24'	7850
OR60194T121	60,000	194"	206"	24'11"	48°	35	29	46	31	6"-5"-4" x 121" DAT	7" x 4" x 89.5" DA	20'-24'	8075
OR75194S072F7	75,000	194"	206"	24'11"	48°	37	23	46	31	7" x 4" x 72" DA	7" x 4" x 89.5" DA	20'-24'	7850
OR75194S072R7	75,000	194"	206"	24'11"	48°	37	23	46	31	7" x 4" x 72" DA	7" x 4" x 89.5" DA	20'-24'	7850
OR75194T121	75,000	194"	206"	24'11"	48°	35	29	46	31	6"-5"-4" x 121" DAT	7" x 4" x 89.5" DA	20'-24'	8075

* Cycle Times are Factory developed and controlled by PTO output, oil viscosity, human and mechanical efficiency, and may vary accordingly.

CAUTION: This Equipment Should be Operated by Properly Trained Personnel. Improper Use, Misuse, or Lack of Maintenance Could Cause Injury to Persons or Property. Photos used in this brochure are illustrative only. We reserve the right to make changes at any time without notice. Information contained within this literature is believed to be the most accurate available at the time of printing.



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MACK TRUCKS, INC.

COMMERCIAL INVOICE



Invoice Date	Invoice No.
05/02/2024	0464468

OPTION ID	DESCRIPTION	LIST PRICE
MODEL DEFINING		
PB1-0H1	2008-10-07	0.00
LAX-05X	ELECTRICAL SYSTEM 12 VOLT	0.00
APPLICATION PACKAGES		
MPK-05K	ONEBOX EATS, LH BATTERY BOX, 11.8 GALLON (45L) DEF, SINGLE 2	0.00
MGC-01C	STANDARD GROUND CLEARANCE (most applications)	0.00
CUSTOMER/VEHICLE INFO		
002-F52	GRANITE 64FR MACKSPEC	0.00
99X-93X	FACTORY MACUNGIE	0.00
A19-00K	2025 MODEL YEAR	0.00
MP2-001	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY	0.00
013-001	COMMERCIAL	0.00
M98-018	USA - WARRANTY REGISTRATION LOCATION	0.00
MBT-01T	EPA (only) for Mack MP7 / MP8 Diesel	0.00
M84-004	ARKANSAS	0.00
505-0B5	USA REGISTRATION	0.00
5FF-A1X	BULLDOG BRAND ORNAMENT, GOLD	0.00
534-014	ENGLISH	0.00
DHX-10X	WELL MAINTAINED SURFACED ROADS GT95% DRIVING DISTANCE	0.00
005-1J5	ROLL-OFF TRUCK	0.00
2KE-Z1X	WITHOUT TRAILER TYPE	0.00
GPX-Z1X	WITHOUT REGULATORY GUIDELINES	0.00
DKX-99X	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0.00
7OB-B1X	BRAKE REGULATION, STOPPING DISTANCE 94M (310 FT)	0.00
QCX-B1X	GRADES LT6% DUR GT98% OF DRIV DIST. MAX GRADE 16%	0.00
E1B-D1X	AMB TEMP HOT, UP TO +40C, WARMER ALLOWED 25 H/YEAR	0.00
032-A89	ON-OFF HIGHWAY, STARTING GRADES LT18%	0.00
033-A10	CONCRETE LOADING AND / OR UNLOADING SURFACE	0.00
034-2A4	REFUSE / LANDFILL OPERATION	0.00
ENGINE/TRANSMISSIONS		
100-450	MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 18	3,832.00
3GC-B1X	GREEN HOUSE GAS VOCATIONAL APPLICATION	0.00
136-156	MACK TMD13AFO-HD mDRIVE HD 13 SP. CREEPER/ MULTI-SPEED REVER	0.00
V4E-Z9X	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0.00
EXHAUST/EMISSIONS		
Z8F-T1X	NOX LIMITS, 200MG/HPHR	0.00
Y7B-C1X	IDLE EMISSION LABEL LOCATION, LOWER DRIVER DOOR CORNER	0.00
DPF-04F	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0.00
MCF-02F	PAINTED DEF COVER AND STAINLESS STEEL DPF COVER	275.00
DF1-0M1	11.8 GALLON (45 L) 22" LEFT SIDE FRAME MOUNTED	0.00
6MD-A1X	AD-BLUE TANK VENTILATION FILTER	97.00
130-AB6	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXHAUST	0.00
KRX-B5X	EXHAUST STACK 3.55 METRE, HEIGHT OVER GROUND (11'6")	0.00
Q0A-A1X	STANDARD EXHAUST SYSTEM MATERIAL FINISHING	0.00
78A-DBX	EMISSION OBD, DISPLAY ONLY, USA2024	0.00

MACK TRUCKS, INC.

COMMERCIAL INVOICE



Invoice Date	Invoice No.
05/02/2024	0464468

OPTION ID	DESCRIPTION	LIST PRICE
ENGINE EQUIPMENT		
125-045	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SI	0.00
121-AA5	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WIN	0.00
113-0G3	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COM	0.00
132-AB9	DELCO 12V 160A (28SI) BRUSH-TYPE	0.00
316-AA5	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	0.00
393-AA2	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)	0.00
L5X-A1X	BASIC BATTERY BOX COVER	0.00
LLX-Z1X	WITHOUT EMERGENCY START CONTACTS	0.00
318-AA1	W/O BATTERY DISCONNECT SWITCH	0.00
NCX-D1X	12 V STANDARD STARTER, (MELCO) MITSUBISHI	74.00
110-AA6	MACK MP8 POWERLEASH	0.00
JMX-B1X	BRAKE LIGHTING, BASIC	0.00
J2E-AAX	ENGINE BRAKE ACTIVATION, BASIC	0.00
118-AB8	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0.00
119-AI9	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PIN	0.00
124-AA3	MACK EPDM RADIATOR AND HEATER HOSES	0.00
293-043	MACK W/MANUAL DRAIN VALVE 1/2" INTEGRAL W/ PRIMARY FUEL FILTE	0.00
MCA-04A	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)	0.00
QHX-C1X	OIL PAN STEEL	0.00
HZX-Z1X	WITHOUT ENGINE OIL DRAIN KIT	0.00
36A-Z1X	WITHOUT TETHER DEVICE PKG FOR CAPS AND COVERS	0.00
2YB-Z1X	WITHOUT ENGINE STOP, EMERGENCY	0.00
CLUTCH/TRANS EQUIPMENT		
492-00B	MACK mDRIVE-PREMIUM SHIFTER	0.00
133-AC7	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL	0.00
MCB-05B	WITHOUT CLUTCH CABLE SYSTEM	0.00
RBX-Z1X	WITHOUT LUBELINE BETWEEN RELEASE BEARING AND BELL HOUSING	0.00
6VA-Z1X	WITHOUT ENGINE START CONDITION	0.00
MRP-005	MINIMUM REQUIRED DRIVELINE FOR KAX, PROPS2XL	0.00
195-055	MERITOR RPL35-SD, WITH CROSS SERRATED YOKE (PROPS2XL)	136.00
204-014	MERITOR RPL25	0.00
83A-Z1X	WITHOUT PROP SHAFT BEARING GUARD	0.00
76A-XAX	PROP SHAFT MAIN, UNIVERSAL JOINT CROSS SERRATED TYPE	0.00
8WA-AAX	PROP SHAFT INTERAXLE, UNIV JOINT HALF-ROUND TYPE	0.00
4LD-A1X	TRANSMISSION OUTPUT TORQUE BASIC	0.00
7RX-D1X	SYNTHETIC OIL IN TRANSMISSION, 75W-90	0.00
139-049	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO W	0.00
M6C-A3X	WITHOUT TRANSMISSION OIL MONITORING	0.00
3IA-A2X	HILL START ASSIST, ALL WHEELS AND TRAILER	0.00
FRONT AXLE EQUIPMENT		
240-AA2	18000# (8200 KG) MACK FXL18 STRAIGHT SPINDLE/UNITIZED BEARIN	0.00
RHX-Z1X	WITHOUT FRONT AXLE SPREAD	0.00
7QB-Z1X	WITHOUT VEHICLE PREPARATION, ADDITIONAL AXLES	0.00
244-AB1	MACK TAPERLEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BI	0.00
241-081	MERITOR "S" CAM TYPE 16.5" x 6" Q+	0.00

MACK TRUCKS, INC.

COMMERCIAL INVOICE



Invoice Date	Invoice No.
05/02/2024	0464468

OPTION ID	DESCRIPTION	LIST PRICE
U3X-A1X	BRAKE, FRONT, DRUM CAST IRON	0.00
UDX-Z1X	FRONT BRAKES WITHOUT DUST SHIELDS	0.00
U0A-A1X	FRONT BRAKE ADJUSTMENT, AUTOMATIC HALDEX	0.00
V7A-B1X	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0.00
0KX-A1X	BASIC MATERIAL HUB (STEEL/CAST IRON) ,FRONT	0.00
615-00A	FRONT AXLE LUBE, FAG NLG12 GREASE	0.00
1KA-A1X	SHOCK ABSORBER, FRONT	0.00
245-AA9	SHEPPARD SD110	0.00
REAR AXLE EQUIPMENT		
268-0D8	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	2,661.00
R4X-Z1X	WITHOUT LUBE PUMP ,REAR AXLE	0.00
617-003	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0.00
018-00R	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0.00
254-00K	OMIT DIFFERENTIAL LOCKS	0.00
3LA-C1X	POWER DIVIDER LOCKOUT, W/BUZZER AND LIGHT	0.00
TAX-AWX	RATIO 4.19, REAR AXLE	0.00
186-0K6	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, HEAVY DUTY	577.00
GWX-ACX	BOGIE SPREAD, 1397MM (55.0")	197.00
ZAX-99X	WITHOUT SUSP. LEVELLING DEVICE	0.00
J6D-Z1X	WITHOUT AIR SUSPENSION DUMP WARNING	0.00
2AA-ABX	REAR SPRING INSULATOR, URETHANE	221.00
YVX-Z1X	WITHOUT SHOCK ABSORBER ,REAR	0.00
XYX-B1X	REAR SUSP TRANSVERSE TORQUE RODS, REAR DRIVE AXLE	0.00
237-037	AUX SPRING BRAKE QTY, 4 CHAMBERS	0.00
253-AA4	MERITOR "S" CAM 16.5"x7" Q+	0.00
U4X-A1X	BRAKE, DRIVE REAR, DRUM CAST IRON	0.00
U1A-A1X	REAR BRAKE ADJUSTMENT, AUTOMATIC HALDEX	0.00
UEX-Z1X	REAR DRIVE BRAKES WITHOUT DUSTSHIELDS	0.00
V1A-B1X	REAR BRAKE CHAMBER 30 / 30 SQ INCHES (SERVICE/EMERGENCY)	0.00
N5F-AJX	DRUM BRAKE ORI REAR-MOST DRIVE, HIGH MT, AXLE TOP, CHMBR DN	0.00
300-AK0	HALDEX "LIFE SEAL PLUS" BRAKE CHAMBERS	58.00
0LX-15X	IRON PRESET HUB, DRIVE, W/ INTEGRATED SPINDLE NUT	0.00
698-078	BENDIX WITH TRACTION CONTROL 4S4M	0.00
URX-D1X	BRAKE VALVE VERSION, USA-BENDIX, WHERE POSSIBLE	0.00
H9C-A1X	TRACTION CONTROL FULL DISABLE MOMENTARY	0.00
FRAME EQUIPMENT/FUEL TANKS		
271-284	284"	759.00
374-067	67"	0.00
MCE-0EE	11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81")W/ Full Liner;	2,634.00
7TX-Z1X	WITHOUT RUST PROTECTION	0.00
5CA-AAX	155MM, FRONT FRAME EXTENSION, BOLTED ON (6 INCHES)	0.00
A0X-H1X	FRONT FRAME LENGTH 725MM	0.00
281-AA6	BOC AND INTERMEDIATE CROSSMEMBERS, HD I-BEAM	179.00
AXX-Z1X	WITHOUT AUXILIARY CROSSMEMBER IN REAR OVERHANG	0.00
Q5A-A1X	REAR CROSSMEMBER, STRAIGHT FRAME END (BASIC)	0.00
X6X-A1X	STRAIGHT CUT TREATMENT, REAR FRAME	0.00

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69X-Z1X	WITHOUT MUDFLAP HANGERS, REAR AXLE	0.00
67X-Z1X	WITHOUT REAR AXLE MUDFLAP	0.00
4DX-M9X	BUMPER, STEEL PAINTED EXTENDED	0.00
5FX-Z1X	WITHOUT CAB GUARD	0.00
5EX-Z1X	WITHOUT GUARD	0.00
4ZA-AAx	CROSSMEMBER, BOGIE, BASIC TYPE	0.00
4EX-G1X	TWO HOOKS TOWING DEVICE, FRONT	0.00
6PX-Z1X	WITHOUT TOWING DEVICES ,REAR	0.00
7HX-99X	WITHOUT TOOLBOX CHASSIS	0.00
2RA-A1X	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0.00
288-AE0	116 GALLON (440 L) 22" ALUMINUM D-SHAPE	-42.00
290-AA1	W/O RH FUEL TANK	0.00
R0A-Z1X	WITHOUT FUEL TANK POLISH OPTION	0.00
JHX-B1X	FUEL HOSES, WIRE BRAIDED	0.00
852-0C2	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0.00
12A-A1X	FUEL LINE OPTION, SINGLE	0.00
Q2A-A1X	CAB STEP,BASIC	0.00
223-AA3	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0.00
17X-Z1X	WITHOUT HYDRAULIC TANK POSITION	0.00
464-AA1	W/O QUARTER FENDERS	0.00
AIR/BRAKE		
UWX-C1X	PETCOCK DRAIN VALVE, ON BRAKE SYS TANKS	0.00
U2X-B1X	STEEL AIRTANK	0.00
141-AA1	W/O RELOCATED AIR TANKS	0.00
VSX-Z1X	WITHOUT AUX. AIRTANK	0.00
3MB-Z1X	WITHOUT PARK BRAKE ALARM	0.00
1JA-AAx	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING	0.00
ELECTRICAL		
4GA-Z1X	WITHOUT PARKING BRAKE LIGHTING	0.00
5RX-Z1X	WITHOUT BACK-UP ALARM	0.00
EAX-Z1X	WITHOUT AUX. SWITCH WIRING	0.00
NGX-Z1X	WITHOUT FOG LAMP	0.00
312-0A2	(5) TRUCKLITE CHROME BULLET ROOF MARKER AND STANDARD MARKER /	0.00
N7X-Z1X	WITHOUT WARNING LAMP	0.00
NJX-Z1X	WITHOUT AUXILIARY LAMPS	0.00
LJX-CAX	HEADLAMP BULB TYPE, LED, HEATED	0.00
LSX-J7X	DRL WHEN ENG RUNNING, PARK BRAKE OFF, INCL OVERRIDE SWTCH	0.00
X2A-A1X	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0.00
NEX-C1X	TAIL LAMP, MULTIPURPOSE	0.00
05A-Z1X	WITHOUT WORK LIGHT, CHASSIS MOUNTED	0.00
TRAILER CONNECTIONS		
WGX-B1X	WITHOUT TRAILER BRAKE VALVE	0.00
WHX-Z1X	WITHOUT TRAILER CONNECTION POSITION	0.00
321-011	WITHOUT TRAILER ELECTRICAL RECEPTACLE	0.00
322-012	W/O TRAILER HOOK-UP LIGHT	0.00

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189-AK9	mDRIVE Without PTO, Removable Block Off Plate	0.00
-A1X	TRANSMISSION PTO FUNCTIONS BASIC	0.00
826-016	WITHOUT HYDRAULIC PUMP	0.00
TYX-G3X	PTO CONTROL, SINGLE, EL AND AIR PREP KIT, TRANSM MTD SOL VALVE	0.00
183-AA1	W/O FRONT ENGINE PTO DRIVE	0.00
416-AA1	WITHOUT REAR ENGINE POWER TAKE OFF	0.00
B83-083	BODY LINK III W/CAB PASS-THRU	0.00
SPECIALTY EQUIPMENT		
015-025	NO FRAME MODIFICATIONS PROVIDED	0.00
548-AA1	W/O COLLISION WARNING SYSTEM	0.00
G6C-Z1X	WITHOUT ADJUSTABLE TIME GAP CONFIGURATION	0.00
MCQ-01Q	WITHOUT LANE SUPPORT SYSTEM	0.00
MCT-01T	WITHOUT ACC / LSS SYSTEMS	0.00
MCU-01U	WITHOUT ACC, LSS, OR BLIND SPOT DETECTION SYSTEMS	0.00
2PE-Z1X	WITHOUT DATA CAPTURE	0.00
1PA-Z1X	WITHOUT CAMERA	0.00
D5X-Z1X	WITHOUT DECALS	0.00
CAB INTERIOR (A THRU G)		
198-048	U.S. UNITS (PREDOMINANT)	0.00
CCX-Z1X	WITHOUT SECONDARY GAUGE PACKAGE (SWITCHES ONLY)	0.00
E1A-AAX	REAR AXLE OIL TEMP GAUGE	0.00
PFX-Z1X	WITHOUT GAUGE, AMBIENT TEMPERATURE	0.00
I6A-Z1X	WITHOUT AUXILIARY PNEUMATIC OUTLET, IN CAB	0.00
173-AA5	BLEND AIR HVAC W/"ATC" TEMP REGULATION	0.00
EEX-A1X	CUPHOLDER	0.00
3CA-Z1X	WITHOUT AUXILIARY FAN	0.00
I0X-AHX	DOME LAMP, INTERIOR, 2 EACH SIDE, SWITCHES INCLUDED	0.00
3XA-A1X	DASH INDICATOR LAMP, BODY OUT OF POSITION	0.00
786-046	W/O FIRE EXTINGUISHER	0.00
184-AA2	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0.00
CAB INTERIOR (H THRU R)		
C52-082	DEFAULT: ENGLISH, SPANISH, FRENCH	0.00
20X-A1X	ALL CHASSIS KEYED AT RANDOM	0.00
13A-A1X	DOOR OPENING OPTION, MANUAL	0.00
E3X-D1X	FRWRD OVRHD STG, 2 STG COMPMNT W/NET, 1 RADIO SHLF CNTR	0.00
0GA-Z1X	WITHOUT PERSONALIZED NAME PLATE	0.00
174-0D4	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0.00
MAS-01S	WITHOUT INFOTAINMENT	0.00
73A-C1X	ANTENNA, RADIO, CAB MTD, BEHIND DOOR, LH, SHORT RUBBER	0.00
5BX-Z1X	WITHOUT ANTENNA, CB RADIO	0.00
0LA-A1X	AUTOMATIC AUDIO SHUTOFF, REVERSE ENGAGED	0.00
1WA-B1X	POWER LEAD, 5WAY TYPE, HEADLINER MTD	0.00
5CX-B2X	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0.00
3JA-Z1X	WITHOUT COMMUNICATION RADIO	0.00
5JX-AIX	CB MOUNTING, OVERHEAD COMP, MOUNT PLATE, REMOVABLE	0.00
IFX-B1X	REAR WALL STORAGE COMPARTMENT .FIXED	0.00

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784-014	W/O REFLECTOR KIT OPTION	0.00
CAB INTERIOR (S THRU Z)		
004-014	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0.00
196-AAA	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR	0.00
MAP-05P	DRIVER'S SEAT - BLENDED BLACK AND GREY VINYL	0.00
197-AA1	MACK-FIXED, HIGH BACK	0.00
MAQ-06Q	PASSENGER'S SEAT - BLENDED BLACK AND GREY VINYL	0.00
0HA-Z1X	WITHOUT SEAT SUPPORT, DUST COVER	0.00
3PX-Z1X	WITHOUT ARMREST	0.00
592-092	LAP AND SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUST	0.00
D8X-C1X	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0.00
2QA-A1X	IGNITION TYPE, KEY	0.00
161-011	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0.00
WSX-BAX	SPLITTED WINDSCREEN	0.00
145-AA1	TINTED WINDSHIELD AND SIDE WINDOWS AND REAR WINDOW (IF EQUIPPED)	0.00
JQX-AAX	WASHER RESERVOIR BASIC POSITION	0.00
148-AA3	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0.00
CAB EXTERIOR		
0BA-Z1X	WITHOUT PERMIT PLATE (FOR LEGAL PERM ADHESIVES)	0.00
Y-02Y	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0.00
CG-0AG	GRANITE BRIGHT AIR INTAKE	0.00
400-010	BLACK FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0.00
MCD-03D	AUXILIARY WINDOW IN RH DOOR	0.00
587-0G7	PREMIUM BLACK EXTERIOR CAB GRAB HANDLE, BLACK GRAB HANDLE RH	0.00
26X-Z1X	WITHOUT HOOD HATCH	0.00
154-AA2	(1) MACK RECTANGULAR SINGLE TRUMPET	0.00
LXX-D1X	2 SINGLE ELECTRIC HORN, DIFFERENT TONES	0.00
152-0B2	FLAT MIRROR - POLISHED ALUMINUM FINSH, W/O LAMPS	0.00
153-AA2	BRIGHT FINISH, LH AND RH, 8" DIAMETER CONVEX	0.00
15H-01H	WITHOUT CONVEX TYPE	0.00
157-017	WITHOUT EXTERIOR SUN VISOR	0.00
AERODYNAMIC DEVICES		
MCM-998	WITHOUT FRONT AERODYNAMIC FAIRINGS	0.00
WHEELS AND TIRES		
900-4Y0	315/80R22.5 L BRIDGESTONE M870 (20000 lbs)	746.00
531-221	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFFS	386.00
901-4Z1	315/80R22.5 L BRIDGESTONE M870 (36360 lbs) (ALL POSITION)	2,984.00
346-266	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFF	1,544.00
15X-ABX	TIRE INFLATION VALVE, STANDARD	0.00
6VX-Z1X	WITHOUT SPARE WHEEL	0.00
MCH-03H	WITHOUT FRONT HUB/WHEEL TRIM	0.00
MCI-03I	WITHOUT REAR HUB/WHEEL TRIM	0.00
FIX-Z1X	WITHOUT HUB/WHEEL ISOLATOR FRONT	0.00
FMX-Z1X	WITHOUT HUB/WHEEL ISOLATOR DRIVE	0.00
282-012	W/O HYDRAULIC JACK	0.00
7FX-Z1X	WITHOUT WHEEL (LUG) WRENCH	0.00

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COMMUNICATION SYSTEMS		
3YA-A1X	DISPLAY FEATURES, LIMITED, NO DRIVER ACCESS LEVEL 1	0.00
3RA-Z1X	WITHOUT FLEET TRIP MANAGEMENT DRIVER CONTROL	0.00
621-998	W/O NAVIGATION/COMM DEVICE	0.00
M30-060	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC S	0.00
9XD-Z1X	WITHOUT SOFTWARE DOWNLOAD PASSWORD	0.00
ENGINE ELECTRONICS		
MAT-00T	WITHOUT ENGINE SOFTWARE SETTINGS	0.00
WOX-A1X	OIL PRESSURE, ENGINE SHUTDOWN	0.00
WIX-Z1X	WITHOUT COOLANT LEVEL ENGINE SHUTDOWN	0.00
WMX-A1X	COOLANT TEMP, ENGINE SHUTDOWN	0.00
K5X-A2X	ENGINE PROTECTION (SHUTDOWN)	0.00
D1A-Z1X	WITHOUT ENG FAN CONTROL, MOVING VEHICLE, TIME SETTING	0.00
C7A-ABX	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0.00
K7X-Y1X	IDLE CONTROL, 600 RPM	0.00
I1A-Z1X	WITHOUT LOW IDLE RPM ADJUSTMENT	0.00
M6A-Z1X	WITHOUT ENGINE IDLE ADJUST	0.00
X0A-B0X	INCREASE 10 MINUTE MAXIMUM TIME	0.00
M3C-A1X	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0.00
B2A-Z1X	ENGINE IDLE COOLDOWN, DISABLE	0.00
A3A-Z1X	ENGINE IDLE SHUTDOWN, DISABLE	0.00
E0X-Z1X	WITHOUT IDLE SHUTDOWN TIME	0.00
B1A-CAX	30 SEC IDLE S/D WARNING TIME	0.00
A8A-ALX	38C DEG (100F), WARM UP TEMP DELAY	0.00
A4A-AEX	5 MIN. WARM UP TIME DELAY	0.00
A7A-Z1X	WITHOUT ENGINE IDLE SHUTDOWN TIME OVERRIDE IF EHT ACTIVE	0.00
A6A-ABX	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0.00
B0A-AAX	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE GT THAN LIMIT	0.00
M4C-B1X	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD	0.00
A9A-Z1X	WITHOUT IDLE SHUTDOWN CONTROL	0.00
D2A-AFX	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0.00
D3A-AEX	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0.00
B3A-BAX	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)	0.00
B6A-BAX	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0.00
B4A-DAX	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0.00
B9A-ABX	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0.00
B7A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED CONTROL	0.00
B8A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED SETTING	0.00
C0A-Z1X	WITHOUT ELECTRONIC HAND THROTTLE, JUMP TO MIN. ENGINE SPEED	0.00
L9C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE HOLD	0.00
M1C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE ACCEL "BUMP-UP"	0.00
M2C-Z1X	WITHOUT ELECTRONIC HAND THROTTLE DECEL "BUMP-DOWN"	0.00
TRANSMISSION ELECTRONICS		
M05-0U5	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF, AND PERF+ DRIVE MO	0.00
6SA-A1X	TRANS. KICK-DOWN MODE, ENABLED	0.00
U7A-Z1X	WITHOUT TRANSMISSION PROTECTION	0.00

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779-001	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)	0.00
B1E-A1X	TRANSMISSION AUTO NEUTRAL ON P-BRAKE	0.00
MAV-01V	W/O ALLISON FUELSENSE 2.0 PROGRAMMING	0.00

VEHICLE ELECTRONICS

JCX-E6X	105 KM/H ROAD SPEED LIMITER (65MPH)	0.00
Y3C-C1X	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0.00
X-A1X	CRUISE CONTROL	0.00
JFX-LLX	MAX CRUISE, 105 KPH (65 MPH)	0.00
E3A-ACX	MIN CRUISE, 32 KPH (20 MPH)	0.00
E4A-AAX	CRUISE RESUME WITH CLUTCH	0.00
A-ACX	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0.00
U4A-Z1X	WITHOUT LOWER GEAR VEHICLE LIMITING FEATURE	0.00
U5A-Z1X	WITHOUT LOW GEAR VEHICLE LIMITING SPEED	0.00
X2B-Z1X	WITHOUT WITH RSL CONTROL TYPE	0.00
L2C-B1X	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0.00
Q6F-Z1X	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0.00
B-A1X	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0.00
A4B-AAX	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0.00
8RX-AEX	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0.00
Y1C-Z1X	ACCELERATION LIMITING FEATURE, DISABLED	0.00
Z2C-Z1X	WITHOUT 1ST RATIO FOR REDUCED HIGH IDLE	0.00
Z3C-Z1X	WITHOUT LAST RATIO FOR FULL HIGH IDLE	0.00
X3C-B1X	DRIVER ID FUNCTION, DISABLED	0.00
X5C-Z1X	WITHOUT RESET DRIVER ID TIMER	0.00
X4C-Z1X	WITHOUT DRIVER ID ALERT TIMER	0.00
0PA-Z1X	WITHOUT DRIVER PERFORMANCE PARAMETERS	0.00
4KA-Z1X	WITHOUT FUEL ECONOMY CALCULATION DISTANCE INTERVAL	0.00
E8A-Z1X	WITHOUT FUEL ECONOMY REWARD, SPEED LIMIT INCREASE	0.00
G5A-AHX	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0.00
G2A-AGX	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0.00
G4A-AUX	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0.00
G3A-APX	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0.00
G1A-ABX	ENGINE IDLE DELAY TO START LOG, 2 MIN	0.00
W7A-Z1X	WITHOUT PERIODIC TRIP LOG, HOUR	0.00
W8A-Z1X	WITHOUT PERIODIC TRIP LOG, DAY OF WEEK	0.00
W9A-01X	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0.00
P6X-99X	WITHOUT SERVICE ALERT SYSTEM	0.00

PTO ELECTRONICS

C8A-Z1X	WITHOUT FAN ENGAGEMENT DUE TO PTO	0.00
Y9C-R1X	TRANSMISSION PTO1 SPLIT GEAR RANGE,(KEYPAD)REMOTE CONTROLLED	0.00
Z1C-R1X	TRANSMISSION PTO2 SPLIT GEAR RANGE,(KEYPAD)REMOTE CONTROLLED	0.00
F2A-Z1X	WITHOUT PTO 1ST, SINGLE SPEED CONTROL	0.00
F3A-AEX	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0.00
F5A-ABX	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0.00
F6A-ABX	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0.00
F7A-APX	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0.00

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F8A-AGX	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0.00
X3A-Z1X	WITHOUT PTO 1ST, JUMP TO MINIMUM ENGINE SPEED	0.00
F9A-ABX	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0.00
G0A-Z1X	PTO 1ST, AUTO SET SINGLE SPEED, DISABLE	0.00
L6C-Z1X	WITHOUT PTO1 HOLD	0.00
L7C-Z1X	WITHOUT PTO1 ACCEL "BUMP-UP"	0.00
L8C-Z1X	WITHOUT PTO1 DECEL "BUMP-DOWN"	0.00
H2A-Z1X	WITHOUT 2ND PTO, SINGLE SPEED CONTROL	0.00
H6A-AEX	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0.00
H0A-ABX	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0.00
G9A-ABX	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0.00
H7A-ANX	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0.00
H5A-AGX	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0.00
X4A-Z1X	WITHOUT PTO 2ND, JUMP TO MINIMUM ENGINE SPEED	0.00
G8A-ABX	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0.00
H4A-Z1X	PTO 2ND, AUTO SET SINGLE SPEED, DISABLE	0.00
L3C-Z1X	WITHOUT PTO2 HOLD	0.00
L4C-Z1X	WITHOUT PTO2 ACCEL "BUMP-UP"	0.00
L5C-Z1X	WITHOUT PTO2 DECEL "BUMP-DOWN"	0.00
PAINT		
950-AD0	SINGLE COLOR	0.00
924-014	SOLID PAINT	0.00
944-AA7	MACK WHITE; P9188	0.00
945-998	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0.00
946-998	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0.00
996-AA3	PAINT - CAB, URETHANE CLEAR COAT	0.00
MPB-944	SAME AS FIRST COLOR - CAB	0.00
MPD-944	SAME AS FIRST COLOR - HOOD	0.00
943-998	WITHOUT CHASSIS FAIRINGS	0.00
966-998	WITHOUT SUN VISOR PAINT	0.00
940-998	WITHOUT MIRROR COVER PAINT	0.00
MPA-998	WITHOUT ROOF FAIRING	0.00
951-AA6	MACK BLACK (URETHANE); P3036	0.00
958-018	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR	0.00
959-019	W/O OPTIONAL FUEL TANK PAINT	0.00
962-032	SAME AS CHASSIS RUNNING GEAR	0.00
963-033	SAME AS CHASSIS RUNNING GEAR	0.00
CALCULATED CODES - KAX		
9JX-A1X	YES, THE ORDER MUST BE CALCULATED	0.00
D5E-A1X	AUTOMATIC ROUTING AND CLIPPING PLACEMENT, CENTER SECTION	0.00
BASE WARRANTY AND PURCHASED COVE		
898-003	HEAVY DUTY WARRANTY CLASSIFICATION	0.00
M50-030	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (1	0.00
M83-01T	EPA (only) for Mack MP7 / MP8 Diesel	0.00
M51-021	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES	0.00
M52-022	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE	0.00

MACK TRUCKS, INC.**COMMERCIAL INVOICE**

Invoice Date	Invoice No.
05/02/2024	0464468

OPTION ID	DESCRIPTION	LIST PRICE
M53-Z1X	W/O MACK ENGINE AFTERTREATMENT PROTECTION PLAN	0.00
M54-104	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARR	0.00
M71-0J1	WITHOUT mDRIVE CLUTCH PROTECTION PLAN	0.00
M55-0G7	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,6	0.00
M56-026	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12	0.00
M57-027	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000	0.00
M58-028	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES	0.00
M61-Z1X	W/O ALTERNATOR and STARTER EXTENDED WARRANTY COVERAGE	0.00
M59-Z1X	W/O STARTER PURCHASED COVERAGE	0.00
M60-Z1X	W/O ALTERNATOR PURCHASED COVERAGE	0.00
M69-089	NO GUARDDOG CONNECT (ASIST AND MACK ONECALL)	0.00
M65-Z1X	W/O SERVICE AGREEMENT	0.00
M99-998	W/O CUSTOM/BUNDLED PURCHASE COVERAGE OPTION	0.00
CONNECTED SERVICES		
S02-010	NO MACK ONECALL BUNDLE	0.00
S03-011	MACK INTEGRATED UPTIME - 24 MONTHS	0.00
S04-011	MACK CONNECT LOCATION AND REPORTING - 24 MONTHS	0.00
S05-012	WITHOUT FLEET INTEGRATION	0.00
S06-400	NO PARTNERED SERVICES PROVIDED	0.00



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **LPS Material Handling (Purchase Agreement)**

RECOMMENDATION:

COUNCIL TO APPORVE THE PURCHASE OF (1) HYUNDAI 30D-9V FORKLIFT IN THE AMOUNT OF \$50,052.00 FROM LPS MATERIAL HANDLING THROUGH SOURCEWELL COOPERATIVE PURCHASING CONTRACT 053024-HCE PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE.

BACKGROUND:

Expansion unit 847 (SWST_F067) was approved with the passage of the FY25 budget.

DISCUSSION:

This expansion forklift will be used for Recycling and Trash Collections container maintenance personnel to move dumpsters in and out of buildings as well as proper positioning of them when welding and painting. It will also be used as a backup for our Material Recovery Facility for moving bales, loading trucks and unloading pallets more safely.

BUDGET/STAFF IMPACT:

This expansion unit came in under budget and is approved as part of the FY25 purchases.

This unit was unanimously approved at the January 14th Equipment Committee meeting.

ATTACHMENTS: SRF (#3) , City of Fayetteville (30D-9V-6,000-lb.-Capacity-1-Speed-Hyundai Engine) (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-95

LPS Material Handling (Purchase Agreement)

A RESOLUTION TO APPROVE THE PURCHASE OF A HYUNDAI FORKLIFT FROM LPS MATERIAL HANDLING IN THE AMOUNT OF \$50,052.00, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

WHEREAS, expansion unit 847 was approved with the passage of the 2025 budget; and

WHEREAS, the unit will be used for Recycling and Trash Collections container maintenance personnel to move dumpsters in and out of buildings, proper positioning of them when welding and painting and will be used as a backup for the Material Recovery Facility for moving bales, loading trucks and unloading pallets more safely; and

WHEREAS, this purchase was unanimously recommended for approval at the January 14th 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 a Hyundai 30D-9V Forklift from LPS Material Handling in the amount of \$50,052.00, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2025-95

Item ID

2/4/2025

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

Chelsey Voden

1/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL TO APPORVE THE PURCHASE OF (1) HYUNDAI 30D-9V FORKLIFT IN THE AMOUNT OF \$50,052.00 FROM LPS MATERIAL HANDLING THROUGH SOURCEWELL COOPERATIVE PURCHASING CONTRACT 053024-HCE PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PRICE. TO BE EXPANSION UNIT 847 (SWST_F067).

Budget Impact:

9700.770.1920-5802.00

FLEET

Account Number

Fund

02080.2025

OTHER VEHICLES/ EQUIPMENT

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 480,390.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 480,390.00

Does item have a direct cost? Yes

Item Cost

\$ 50,052.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 430,338.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



QUOTATION

565 Gage Place, Suite A
Springdale , AR 72764
479-751-5288

PREPARED FOR

Attention: Ross Jackson
City of Fayetteville
1525 S Happy Hollow Drive
Fayetteville, AR 72701
479-879-6221
Source Well Contract # 053024-HCE

REFERENCE

Date:1/14/2025 Quote Valid for 30 Days
Quotation: GD 00298
Prepared By: Greg Duvall
Direct Phone: 479-751-5288
Email: greg@lps-mhe.com
FOB: Delivered

HYUNDAI 30D-9V 6,000 LB. CAPACITY - 1-SPEED WITH HYUNDAI ENGINE

STANDARD EQUIPMENT

Engine:

Hyundai Genuine (HG) DM02 Engine: 67.7HP @ 2,300rpm, EPA / CARB Tier IV Final Compliant

Powertrain:

HG Single speed transmission
HG Drive Axle with Wet disk brakes
Pneumatic Drive Tires and Steer Tires

Hydraulic system:

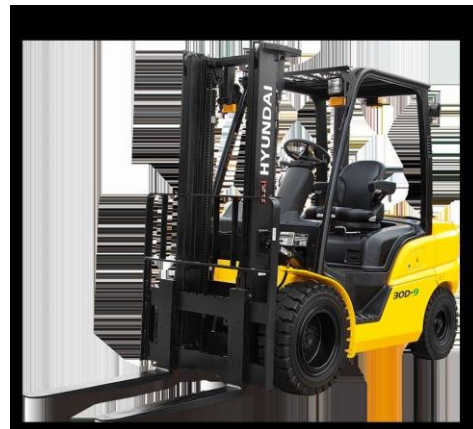
Power steering
4th spool valve and lever
Levers on bonnet
Adjustable steering handle angle

Electrical system:

Full Vibrant Color LCD monitor with Load weight indicator
Back up alarm
OPSS
Speed limit
Anti roll-back
Auto parking brake
LED Front lights
LED Rear combination lights
Rear handle with horn switch (N/A with Cab)

OHG and Others:

85" height OHG
Panoramic rear view mirror
Grammer full suspension seat with orange seat belt



CONFIGURED OPTIONS

Mast	-	3 Stage Full Free LH 185" OALH 86"
Attachment	-	Cascade Sideshifter
Carriage	-	43.4" Hook Carriage with Backrest
Forks	-	59.0" x 1.8" x 4.8"
Hydraulic Hosing	-	Internal Hosing for 4th Valve
Hydraulic Control Valve	-	4th Spool Valve with Lever
Hydraulic Levers	-	Without Hydraulic Finger Tip Control - Grammer Seat, Orange Seatbelt, Armrest, Seatbelt Interlock
Overhead Guard	-	Enclosed Cab with Heater, Air Conditioning, and Radio
Side Cover	-	Plastic
Tires	-	Single Pneumatic Drive and Solid Steer Tires
Warning Device Light	-	Amber LED Strobe
Rear Work Light	-	LED Rear Flood Light
Safety Light	-	Without Safety Light
Pre-Cleaner	-	Pre-Cleaner
Hi-Mate Telematics	-	Without Hi-Mate System
Paint	-	Without Special Color
Warranty	-	36 Months / 4,000 hours Standard Warranty

Additional Options Included

Electronic Direction and Horn Switch

Rear View Camera

INVESTMENT SUMMARY

		Price Each	Extended
(1)	30D-9V	\$ 50,052.00	\$ 50,052.00

Total Package Price: **\$ 50,052.00**

TAX NOT INCLUDED. PRICE INCLUDES FREIGHT, DEALER PREP, LOCAL DELIVERY

Finance Options:

*****Tax Not Included*****

**All rates and quotations subject to credit approval and lease terms and conditions*

ACCEPTANCE AS CONTRACT OF SALE

City of Fayetteville

LPS Material Handling

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed Name

Greg Duvall
Printed Name

Title/Position

Sales
Title/Position

Customer Purchase Order Number

Please consult with your accountant, tax professional or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

GENERAL CONDITIONS

1. **ACCEPTANCE OF ORDER:** All orders are received subject to Federal Regulations, State and or local taxes, and approval and acceptance by seller at Seller's General Office.
1. **FREIGHT ALLOWANCE:** Prices which include full freight allowance are based upon freight rates in effect on the date of quotations, and are subject to advance or reduction to extent of any changes in freight rates that may become effective before shipment is made. Trucks to be unloaded by Customer, unless otherwise stated.
2. **DELIVERY DATE:** All delivery dates are from the date of receipt at the Office of the Seller of the order or final approval by the Buyer of any necessary blueprints, sketches, specifications or information required for the identification and production of the material covered by the order.
3. **EXCEPTIONS:** The Seller shall not be liable for failure in shipment or delivery caused by fires, strikes, differences with employees, casualties, delays in transportation, shortage of cars, force majeure, or caused beyond sellers control.
4. **INSURANCE:** Industry standard and customary general liability, automotive liability, and workman's compensation insurance limits apply. Special endorsements including indemnifications, waiver of subrogation, completed operations and primary wording resulting in additional premium to be at the added expense of the owner or general contractor.
5. **CANCELLATIONS:** Orders are not subject to cancellation except upon such terms and conditions as may be agreed in writing.
6. **WARRANTY:** LPS Material Handling. (herein after call The Supplier) warrants to and for the sole benefit of the original purchaser of products resold or of The Seller's design and manufacture, that the products shall be free from defects in material workmanship, subject to the following express provisions. Products for resale are covered by the individual manufacturer's warranty policy, copies of, which are available upon request. The Supplier will expeditiously pursue the remedies authorized by the individual manufacturer and handle all procedures associated with a warranty claim. All products, designed and fabricated by The Supplier are warranted for one-year base warranty period, commencing on the earlier of the date of The Suppliers approved installations or sixtieth (60th) day after the date of shipment. This warranty covers the repair or replacement of the defective Product units or components at The Suppliers sole election and expense, including reasonable labor, travel, and freight. Parts and Assembly Warranty: All spare or replacement parts are warranted to cover the cost of replacement parts and freight only to ninety (90) days from the date shipment. **THE ABOVE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES. EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In no event, shall The Supplier be responsible for or liable to anyone, including third parties, for special, indirect, collateral, punitive, incidental, consequential damages, even if The Supplier has been advised of the possibility of such damages. Such excluded damages include, but are not limited to, loss of goodwill, loss of profits, loss of use, interruptions of business, or other similar indirect financial loss. The limited Warranty shall be void and of no effect(i) if a Product is altered or modified from its original condition as installed or as delivered at or from the factory, (ii) to the extent that the product defect is the direct result of improper installation, operation beyond capacity or other than in accordance with the manufacturer's instructions, abuse, careless or negligent use, or failure to maintain the Product as recommended by the manufactures or (iii) if the original purchaser does not notify The Supplier's Warranty Department of the defect within sixty (60) days after the product defect is discovered.
7. **STANDARD VARIATIONS:** All material, unless otherwise agreed, to be within the limits of sizes and weights published by Seller and subject to Seller's standard variations.
8. **SHORTAGE, RECLAIMATIONS, ETC.:** The quantity of material shown by the invoice shall in all cases govern settlement, unless notice of shortage is given by Buyer, to the Transportation Company and the Seller within ten (10) days after receipt of material. Claims for other errors, deficiencies or imperfections will not be entertained by the Seller unless made within thirty (30) days after receipt of materials. Materials must not be returned except by written permission of the Seller.
9. **TOOLS AND DIES:** Such tools or dies as may be required by the Seller for the completion of the work are and shall remain the property of Seller even though a charge is included in the proposal.
10. **PATENT INFRINGEMENTS:** We assume no responsibility for patent infringement on any item built to customer's specifications, either verbal or written.
11. **PAYMENT:** Unless otherwise provided, payments shall be made at the Office of the Seller no later than fifteen (15) days following date of invoice. Buyer shall pay Seller all costs of collection and reasonable attorney's fees incurred in the enforcement of or arising out of the agreement or any right there under.
12. **IMMEDIATELY DUE:** In the event Buyer assigns, sells out, becomes insolvent or bankrupt, sustains a fire loss or removes or encumbers a substantial portion of his stock in trade, or fixtures and or store equipment is recorded, Seller may at its option declare any unpaid balance immediately due and payable regardless of credit extended.
13. **PERMITS:** The Buyer of the equipment quoted heron shall be responsible for all permits, etc., required by any governmental authority for the installation, operation or use of this equipment.



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **PREMIER TRAILER SALES**

RECOMMENDATION:

RECOMMEND COUNCIL TO APPROVE THE PURCHASE OF A TANDEM AXLE TRAILER FROM PREMIER TRAILER SALES LLC. OF FAYETTEVILLE ARKANSAS FOR THE PURCHASE PRICE OF \$15,840 AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

This trailer has reached replacement, and Fleet will be proceeding with a like replacement of this unit.

DISCUSSION:

Due to the cost to repair this unit, it is more economical to replace then to repair.

BUDGET/STAFF IMPACT:

This is an unplanned replacement that will require the approval of the attached budget adjustment. Fleet Operations expects the shortfall in collections will be made up with the surplus of the old unit.

This unit was unanimously approved at the January 14th Equipment Committee meeting.

ATTACHMENTS: SRF (#3) , BA (#4), Premier Trailer Fayetteville - Quote (#5), RFQ Email to Vendors (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-96

PREMIER TRAILER SALES

A RESOLUTION TO APPROVE THE PURCHASE OF A TANDEM AXLE TRAILER FROM PREMIER TRAILER SALES, LLC IN THE AMOUNT OF \$15,840.00, PLUS ANY APPLICABLE FREIGHT CHARGES AND TAXES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, unit 9235 has reached replacement and, due to the cost to repair, it is more economical to replace this unit; and

WHEREAS, this purchase was unanimously recommended for approval at the January 14th 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 a Tandem Axle Trailers from Premier Trailer Sales, LLC of Fayetteville, in the amount of \$15,840.00, plus any applicable freight charges and taxes 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

2025-96

Item ID

2/4/2025

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

Chelsey Voden

1/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND COUNCIL TO APPROVE THE PURCHASE OF A TANDEM AXLE TRAILER FROM PREMIER TRAILER SALES LLC. OF FAYETTEVILLE ARKANSAS FOR THE PURCHASE PRICE OF \$15,840 AND TO APPROVE A BUDGET ADJUSTMENT. REPLACEMENT UNIT OF 9235 (PRKS_F052).

Budget Impact:

9700.770.1920-5802.00

FLEET

Account Number

Fund

02080.2025

OTHER VEHICLES/ EQUIPMENT

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 480,390.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 480,390.00

Does item have a direct cost? Yes

Item Cost

\$ 15,840.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 15,840.00

Remaining Budget

\$ 480,390.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2025	/Org2		
	Requestor:	Chelsey Voden	

9235 (PRKS_F052) trailer has reached replacement and Fleet will be proceeding with a like replacement of this unit.

	COUNCIL DATE:	2/4/2025
	ITEM ID#:	2025-96
		<i>Holly Black</i>
		<i>1/16/2025 12:17 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

YOU'RE ONE STEP CLOSER TO JOINING #TEAMDC!

REVIEW CONFIGURATION

Part Name	QTY	Price Descriptor	Price	Type
Model - LPT				
Package Options - Standard			\$0.00	option
GVWR - 207 Package (14.9K GVWR)				standard
Length/Width - 14' x 82" - 207 pkg			\$18,560.00	
Axles - 2 - 7,000 lb Super Lube				standard
Brakes - Electric Drum				standard
Suspension - Slipper Roller				standard
Pull Type - Bumper Pull				standard
Dump Main Frame - 8" x 15 lb I-Beam Frame				standard
Dump Body Frame - 5" x 2" x 3/16" Rectangle Tube				standard
Body Thickness - 10 ga Body, Sides Integral with Floor				standard
Sides - 24" Tall Sides (10 ga)				standard
Side Extensions - Board Brackets w/ Raised Front			.\$182.00	option
Hoist - 3 Stage Telescopic Cylinder				standard
Ramps - 72" Rear Slide-In Ramps (3" Channel)				standard
Ramps - Rear Stabilizer Drop Legs			\$204.00	add-on
Gate - 3-Way Gate (with Hold Back System)				standard
Paint Type - DM Difference Maker Coating System				standard
Paint Color - Onyx Black				standard
Cross-Members - 3" I-Beam on 12" Centers			\$210.00	option
Fenders - 3/16" Diamond Plate, Super Heavy Duty			\$418.00	option
Coupler - 2-5/16" - 21,000 lb Demco EZ-Latch, Adjustable Channel				standard
Jack - 12,000 lb Drop-Leg Jack				standard
Storage - HD V-Tongue Lid				standard
Hydraulic Power - Power Up, Gravity Down (with High Flow KTI Pump)				standard
Bed Control - Corded Remote, 14'				standard
Battery/Charger - Group 27 Series Battery w/110V 5amp Charger				standard
Steps - 24" Side Step				standard
Lights - All LED Lights				standard
Stake Pockets - Stake Pockets on each Upright				standard
Tie Downs - 4 - 5/8" D-Rings				standard
Tarp - Long Arm, Easy Roll Tarp System				standard
Wiring - Sealed Wiring Harness				standard
Tire Size - 235/80R16 14 Ply Radial			\$0.00	option
Wheel Color - Black				standard
Spare Mount - Spare Mount				standard
Spare Tire - Add Matching Spare Tire			\$310.00	add-on

Total MSRP Price: \$19,884.00

*MSRP stands for Manufacturer's Suggested Retail Price. MSRP is NOT final sales price - your final sales price varies depending on region and dealer. Excludes taxes, title, license, and registration. International exchange rate may apply based on country.

Comments

I'd like to stay updated with the latest news, offers, and promotions by subscribing to the Diamond C customer newsletter.*

☐ Yes

☐ No

QUOTE

MSRP:

Fees/Credits

\$19884.00

Subtotal:

\$15840.00

Total Sales Price:

\$15840.00

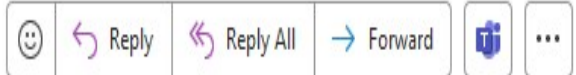
Dump / Haul Trailer Quote - to replace asset #9235



Jackson, Ross

To ● Jackson, Ross

Bcc ● Jackson, Ross; ● Voden, Chelsey; ○ LEE WEBB; ○ Brock Jolly; ○ nathan.uphus@felling.com



Tue 10/15/2024 7:24 AM

Good morning,

We would like a quote for (1) Dump / Haul trailer that meets or exceeds the below listed specs. If you can also quote a Sourcwell cooperative contract, I would be interested to see that as well.

- GVWR 14.9K
- Length 14' Width 82"
- (2) 7,000lb axles
- Electric drum trailer brakes
- Suspension slipper Roller
- Bumper Pull
- Dump Main Frame 8"x15lb I-beam frame
- Dump body frame 5" x 2" x 3/16" rectangle tube
- body thickness 10gauge body, sides integral with floor
- sides 24" tall 10 gauge
- Side Extensions board brackets w/ raised front
- Hoist 3 stage telescopic cylinder
- ramps 72" rear stabilizer drop legs
- gate 3-way with hold back system
- Paint color black
- 3" I-beam cross members on 12" centers
- 3/16" diamond plate fenders heavy duty
- 2-5/16" coupler - 21,000lb Demco EZ-latch with adjustable channel
- 12,000lb drop leg jack
- Storage HD V-tongue lid
- Hydraulic power up gravity down with high flow pump
- Bed controls with corded remote
- Battery charger with 27HDC Battery upgrade
- 24" side steps
- ALL LED Lights
- Stake pockets on each upright
- 4 - 5/8" D-Ring tie downs
- Long arm easy rollup tarp system
- Sealed wiring harness
- 235 85 R16 14 Ply Radials
- Spare Tire Mount with matching spare tire

Please Provide a quote by **Friday November 1st 2024 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.

Please let me know if you have questions.



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU:
FROM: Mike Reynolds, Police Chief
SUBJECT: **Private Club Application for Epizudix Inc. (Sidecar Cocktail Lounge)**

RECOMMENDATION:

Staff recommends approval of the private club application for Epizudix Inc. (Sidecar Cocktail Lounge) located at 1150 North College Avenue, Suite #100.

BACKGROUND:

Arkansas statute 3-9-222 requires City Council approve by ordinance this application before this establishment can seek a private club permit from the Arkansas Alcohol Beverage Control Board and operate in the City of Fayetteville.

DISCUSSION:

Corey McCain submitted a City of Fayetteville private club application for Epizudix Inc. (Sidecar Cocktail Lounge). Mr. McCain is a business manager for an existing establishment serving alcoholic beverages in the City of Fayetteville. Staff has no objection to the private club application and has no reason to believe the existing level of cooperation and partnership will not continue under the new private club permit for Epizudix Inc. (Sidecar Cocktail Lounge) nor the new ownership of Mr. McCain.

BUDGET/STAFF IMPACT:

This item has no budget or staff impact.

ATTACHMENTS: SRF (#3) , SRM (#4), Application - Sidecar Cocktail Lounge (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-67

Private Club Application for Epizudix Inc. (Sidecar Cocktail Lounge)

AN ORDINANCE TO APPROVE THE APPLICATION OF COREY MCCAIN, ON BEHALF OF EPIZUDIX INC., FOR A PERMIT TO OPERATE SIDECAR COCKTAIL LOUNGE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 1150 NORTH COLLEGE AVENUE, SUITE #100

WHEREAS, Act 1112 of 2017, which amended the permitting procedure set forth in Ark. Code Ann. § 3-9-222 for private clubs in the State of Arkansas, requires the City Council to approve “by ordinance an application for a permit to operate as a private club” before the applicant can submit the application to the state Alcoholic Beverage Control Division.

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 approves the application of Corey McCain, on behalf of Epizudix Inc., a copy of which is attached to the agenda request form, for a permit to operate Sidecar Cocktail Lounge as a private club in the City of Fayetteville at 1150 North College Avenue, Suite #100.

City of Fayetteville Staff Review Form

2025-0067

Item ID

2/4/2025

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

Mike Reynolds

1/13/2025

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the private club application for Epizudix, Inc. (Sidecar Cocktail Lounge) located at 1150 North College Avenue, Suite #100.

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

\$

-

Purchase Order Number:

Previous Ordinance or Resolution #

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY COUNCIL MEMO

MEETING OF FEBRUARY 4, 2025

TO: Mayor and City Council
FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

DATE: January 13, 2025

SUBJECT: Private Club Application for Epizudix Inc. (Sidecar Cocktail Lounge)

RECOMMENDATION:

Staff recommends approval of the private club application for Epizudix Inc. (Sidecar Cocktail Lounge) located at 1150 North College Avenue, Suite #100.

BACKGROUND:

Arkansas statute 3-9-222 requires City Council approve by ordinance this application before this establishment can seek a private club permit from the Arkansas Alcohol Beverage Control Board and operate in the City of Fayetteville.

DISCUSSION:

Corey McCain submitted a City of Fayetteville private club application for Epizudix Inc. (Sidecar Cocktail Lounge). Mr. McCain is a business manager for an existing establishment serving alcoholic beverages in the City of Fayetteville. Staff has no objection to the private club application and has no reason to believe the existing level of cooperation and partnership will not continue under the new private club permit for Epizudix Inc. (Sidecar Cocktail Lounge) nor the new ownership of Mr. McCain.

BUDGET/STAFF IMPACT:

This item has no budget or staff impact.

Attachments:

Private Club Application – Sidecar Cocktail Lounge (Epizudix Inc.)
Arkansas Code § 3-9-222



Private Club Application

Process of filing application for Private Club

1. Contact the [State of Arkansas ABC Division](#) and request their Private Club Application form.
2. Fill out their form and upload it under the "Prerequisites" section in the form below.
3. Visit the [Address Verification portal](#) and make sure that your address is a VERIFIED address.
4. **Print/download and attach** page 1 and 2 of the "Official Address Verification" letter.
5. Please upload all remaining necessary documents and fill out all information fields. You do not have to fill out the Notarization section at this time.
6. Submit the online form without filling out Notarization section. You can download and print a copy of the form at this time.
7. When your completed application has been received, your request will be added to a City Council agenda for a public hearing and you will be notified of the date of the meeting. Plan to attend the meeting to present your proposal to the City Council and answer any questions Council Members may have.
8. Once the Ordinance is passed by the city, you will be notified.
9. You will send the Ordinance to ABC, so the ABC can mail you the Permit.
10. You will finally submit the Notarized copy of this application, a check in the amount of \$250 and the State Copy.

Prerequisites

ABC Application	1. Application for Private Club Permit.pdf	679.56KB
	2. Schedule A.pdf	765.05KB
	3. Description of Business & Entertainment Activities.pdf	434.29KB
	authority to release form.jpg	2.74MB
	7. Photos and Diagrams of Space.pdf	2.39MB
	8. Epizudic Minutes.pdf	292.35KB
	9a. Epizudic Bylaws.pdf	127.34KB
	10. Annual Report for Domestic Nonprofit Corporation.pdf	479.84KB
Official Address Verification	AddressVerification.pdf	1.2MB
Member List	4. Member List.pdf (No less than 100 members)	994.63KB

Lease/Deed agreement	6a. Lease.pdf	1.81MB
	6b. Consent to Sublease.pdf	765.65KB
	6c. Sublease Agreement.pdf	186.9KB
	(for the building that will be used)	
Certificate of Good Standing	5a. Articles of Incorporation.pdf	1.17MB
	5b. Change of Registered Agent.pdf	925.72KB
	Certificate of good standing- sidecar.pdf	322.27KB

Start Application

I (We) do hereby make application to the City of Fayetteville, Arkansas, for a Private Club Permit.

Private Club Name Epizudix Inc. DBA Sidecar Cocktail Lounge

Business Address Street Address
1150 N college 100
Address Line 2
City
Fayetteville
Postal / Zip Code
72704

State / Province / Region
AR

Is Mailing address same as Billing address No

Mailing Address Street Address
2940 West Velda Court
Address Line 2
City
Fayetteville
Postal / Zip Code
72704

State / Province / Region
AR

List All Persons Owning or Holding an Interest in the Private Club (Attach supplement, if necessary)

Name	Address (#, Street, City, State, Zip)	Phone	Birth Date
------	---------------------------------------	-------	------------

Corey D McCain	2940 w Velda Ct Fayetteville Ar 72704	479-445-4864 000-000-0000	01/30/1987 mm/dd/yyyy
Stephanie Roberts	2940 w velda ct Fayetteville Ar 72704	501-944-7833 000-000-0000	05/07/1990 mm/dd/yyyy

Owner of building in which business is located:

Name	Address	Phone
Parti Investments LLC	1424 s Main St #105 Little Rock Arkansas 72202	479-466-1620 000-000-0000

Date Club Organized 04/05/2024
mm/dd/yyyy

Current Number of Members 112

Amount of Membership Dues 0

Check One ☒ Annual ☐ Monthly ☐ N/A

Method used for dispensing alcoholic beverages: ☐ Locker System (Beverages owned by members individually) : ☒ Pool or revolving fund system (Beverages owned in common by membership) :

Applicant's Name Corey McCain
(Please Print) (Must be person listed on State Permit)

Title Owner

Date of Birth 01/30/1987
mm/dd/yyyy

Applicant's signature

COREY MCCAIN

(Must be person listed on State Permit)

Notarization

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public

My commission expires

(Seal)

Internal

Police Comments

Pursuant to Arkansas statute 3-9-222, the approval of this application by the City Council through an ordinance is required prior to the establishment seeking a private club permit from the Arkansas Alcohol Beverage Board and commencing operations in Fayetteville.

The Fayetteville Police Department has no objections to this permit. All appropriate documentation provided by the applicant appears to be in order.

Attorney's Office Comments

No comments.

Chief of Staff Comments

I am fine with this if the City Attorney and the Police Department are fine with this.

Section

JUSTIA

[Go to Previous Versions of this Section](#) ▼

Arkansas Code of 1987 (2023)

Title 3 - ALCOHOLIC BEVERAGES (§§ 3-1-101 — 3-9-606)

Chapter 9 - ON-PREMISES CONSUMPTION (§§ 3-9-101 — 3-9-606)

Subchapter 2 - ALCOHOLIC BEVERAGES GENERALLY (§§ 3-9-201 — 3-9-242)

Section 3-9-222 - Private clubs - Procedure for obtaining permit

Universal Citation:

AR Code § 3-9-222 (2023) ○

[◀ Previous](#)[Next ▶](#)**(a)**

(1) Application for a permit to operate as a private club may be made to the governing body of the county or municipality in which the private club seeks to be located.

(2) If the governing body of the county or municipality approves by ordinance an application for a permit to operate as a private club under subdivision (a)(1)

of this section, the Alcoholic Beverage Control Division may issue a permit to operate as a private club to the applicant for the proposed location.

(b)

(1) The application for a private club shall be submitted to the division and accompanied by an annual permit fee of one thousand five hundred dollars (\$1,500).

(2) The application for a bed and breakfast private club shall be submitted to the division and accompanied by an annual permit fee of seventy-five dollars (\$75.00).

(3) In an area in which the sale of intoxicating liquor has not been authorized by local option as provided under § 3-8-201 et seq., the application for a private club permit shall be submitted to the division and accompanied by an additional application fee of one thousand five hundred dollars (\$1,500).

(c)

(1) After filing an acceptable application with the Director of the Alcoholic Beverage Control Division, the applicant shall cause to be published at least one (1) time each week for four (4) consecutive weeks in a legal newspaper of general circulation in the city in which the premises are situated or, if the premises are not in a city, in a newspaper of general circulation for the locality where the business is to be conducted, a notice that the applicant has applied for a permit to dispense alcoholic beverages on the premises.

(2) The notice shall be in such form as the director shall prescribe by rule or order and shall be verified.

(3) The notice shall give the names of the managing agent and the nonprofit corporation or, in the case of a bed and breakfast private club, the name of the business owner, and shall state:

(A) That the manager, or in the case of a bed and breakfast private club, the owner, at least one (1) partner, or the majority stockholder is a citizen of Arkansas;

(B) That he or she is of good moral character;

(C) That he or she has never been convicted of a felony or had a license to sell or dispense alcoholic beverages revoked within the five (5) years preceding the date of the notice; and

(D) That he or she has never been convicted of violating the laws of this state or of any other state governing the sale or dispensing of alcoholic beverages.

(d)

(1) Within five (5) days after filing an application for a permit to dispense alcoholic beverages on the premises, a notice of the application shall be posted in a conspicuous place at the entrance to the premises.

(2) The applicant shall notify the director of the date when the notice is first posted.

(3) No permit shall be issued to any applicant until proper notice has been so posted on the premises for at least thirty (30) consecutive days.

(4)

(A) The notice shall be in such form as the director shall prescribe by rule or order.

(B) The notice shall be:

(i) At least eleven inches (11") in width and seventeen inches (17") in height; and

(ii) Printed in black lettering on a yellow background.

(e)

(1) Upon receipt by the director of an application for a permit, written notice thereof, which shall include a copy of the application, the application shall immediately be mailed by the director to the sheriff, chief of police, if located within a city, prosecuting attorney of the locality in which the premises are situated, and city board of directors or other governing body of the city in which the premises are situated if within an incorporated area. The provisions of this section shall be retroactive to July 28, 1995.

(2) No license shall be issued by the director until at least thirty (30) days have passed from the mailing by the director of the notices required by this section.

(3) Upon receipt by the director within the thirty (30) days of a protest against the issuance of a permit by a governing official of the city or county to whom the notice of an application for permit has been mailed, the director shall not issue the license until he or she has held a public hearing.

(f) Upon the director's determining that the applicant is qualified hereunder and that the application is in the public interest, a permit may be issued as authorized in this section.

Amended by Act 2017, No. 1112, § 1, eff. 8/1/2017.

Acts 1969, No. 132, § 10; 1975 (Extended Sess., 1976), No. 1016, § 1; A.S.A. 1947, § 48-1410; reen. Acts 1987, No. 949, § 1; 1989, No. 297, § 1; 1997, No. 1010, § 3; 1997, No. 1060, § 3;

1999, No. 1063, § 3; 2007, No. 735, § 3; 2009, No. 294, § 22; 2009, No. 763, § 5.

[< Previous](#)

[Next >](#)

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MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **ADM-2024-0048: Administrative Item (SOUTH OF 2861 N. RAVEN LN/RAVEN LANE EXTENSION, 285): Submitted by HALL ESTILL for property located SOUTH OF 2861 N. RAVEN LN. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 48.50 acres. The request is to modify the Master Street Plan.**

RECOMMENDATION:

City Planning Staff and the Planning Commission recommend approval of a request to amend the 2040 Master Street Plan to remove a 0.20-mile section of a planned Residential Link Street, extending from Raven Lane to just south of Clabber Creek, as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject area is located in northwest Fayetteville and situated between Underwood Park and the Gary Hampton Softball Complex. This area encompasses three undeveloped parcels, totaling approximately 48.00 acres. Clabber Creek and the Clabber Creek Trail run east to west through the center of the property. A significant portion of the site lies within a FEMA-designated floodplain, and hydric soils are present throughout the area.

Request: The request is for an amendment to the 2040 Master Street Plan to remove a 0.20-mile section of a planned Residential Link Street, extending from Raven Lane to just south of Clabber Creek.

Public Comment: Staff received one email from a member of the public after the Planning Commission hearing on December 9, 2024, which is attached to the staff report for reference. No public comment was received prior to or at the Planning Commission meeting.

DISCUSSION:

At the December 9, 2024 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a vote of 6-3-0. Commissioner Cabe made the motion and Commissioner Madden seconded it. Those opposing the request expressed concerns about completely removing the planned connection and suggested that it be kept or relocated. Commissioners supporting the request emphasized the challenges of making the connection due to its intersection with land owned by the Northwest Arkansas Land Trust, a protected stream, floodplain, and tree preservation easement, and they supported the request for those reasons.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

TRANSPORTATION COMMITTEE SUMMARY

At the December 30th Transportation Committee, staff presented the proposal to attending councilmembers, including background and current conditions alongside the Planning Commission and staff's recommendations. Councilmember Stafford made the motion to forward the item to the full City Council recommending approval and Councilmember Moore offered a second. The motion passed with a vote of 3-0-0.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), 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 #: 2025-86

ADM-2024-0048: Administrative Item (SOUTH OF 2861 N. RAVEN LN/RAVEN LANE EXTENSION, 285): Submitted by HALL ESTILL for property located SOUTH OF 2861 N. RAVEN LN. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 48.50 acres. The request is to modify the Master Street Plan.

A RESOLUTION TO AMEND THE MASTER STREET PLAN BY REMOVING A 0.20-MILE SECTION OF A PLANNED RESIDENTIAL LINK STREET, EXTENDING FROM RAVEN LANE TO JUST SOUTH OF CLABBER CREEK

WHEREAS, the Planning Commission and Transportation Committee recommend approval of an amendment to the Master Street Plan by removing a 0.20-mile section of a planned Residential Link Street between Salem Road and Deane Solomon Road.

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 the Master Street Plan by removing a section of Planned Residential Link Street as shown in Exhibits A and B attached to the Planning Division's agenda memo.

City of Fayetteville Staff Review Form

2025-86

Item ID

2/4/2025

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

Jonathan Curth

1/17/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2024-0048: Administrative Item (SOUTH OF 2861 N. RAVEN LN/RAVEN LANE EXTENSION, 285): Submitted by HALL ESTILL for property located SOUTH OF 2861 N. RAVEN LN. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 48.50 acres. The request is to modify the Master Street Plan.

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: _____

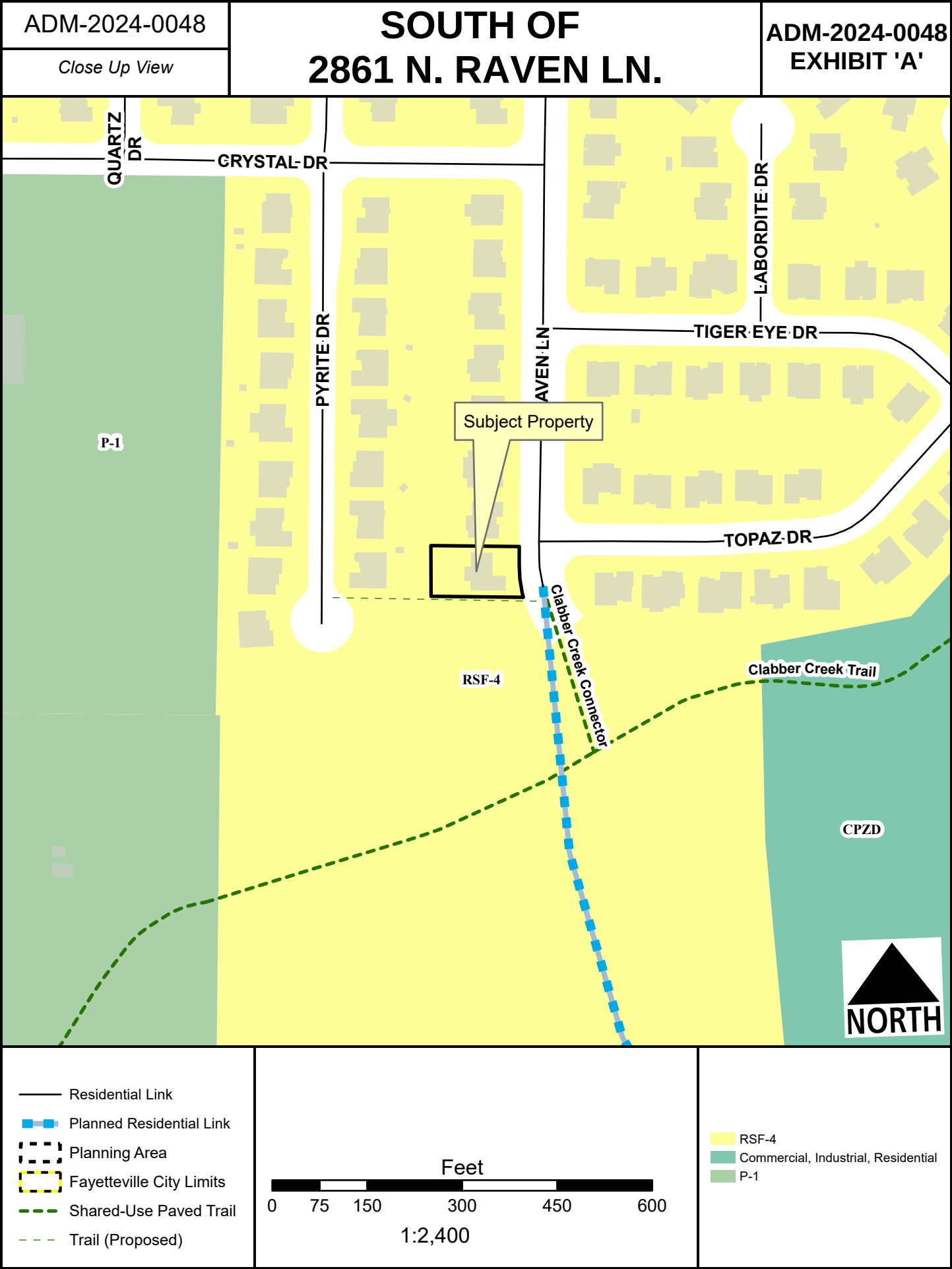
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



City Plan 2040
Master Street Plan

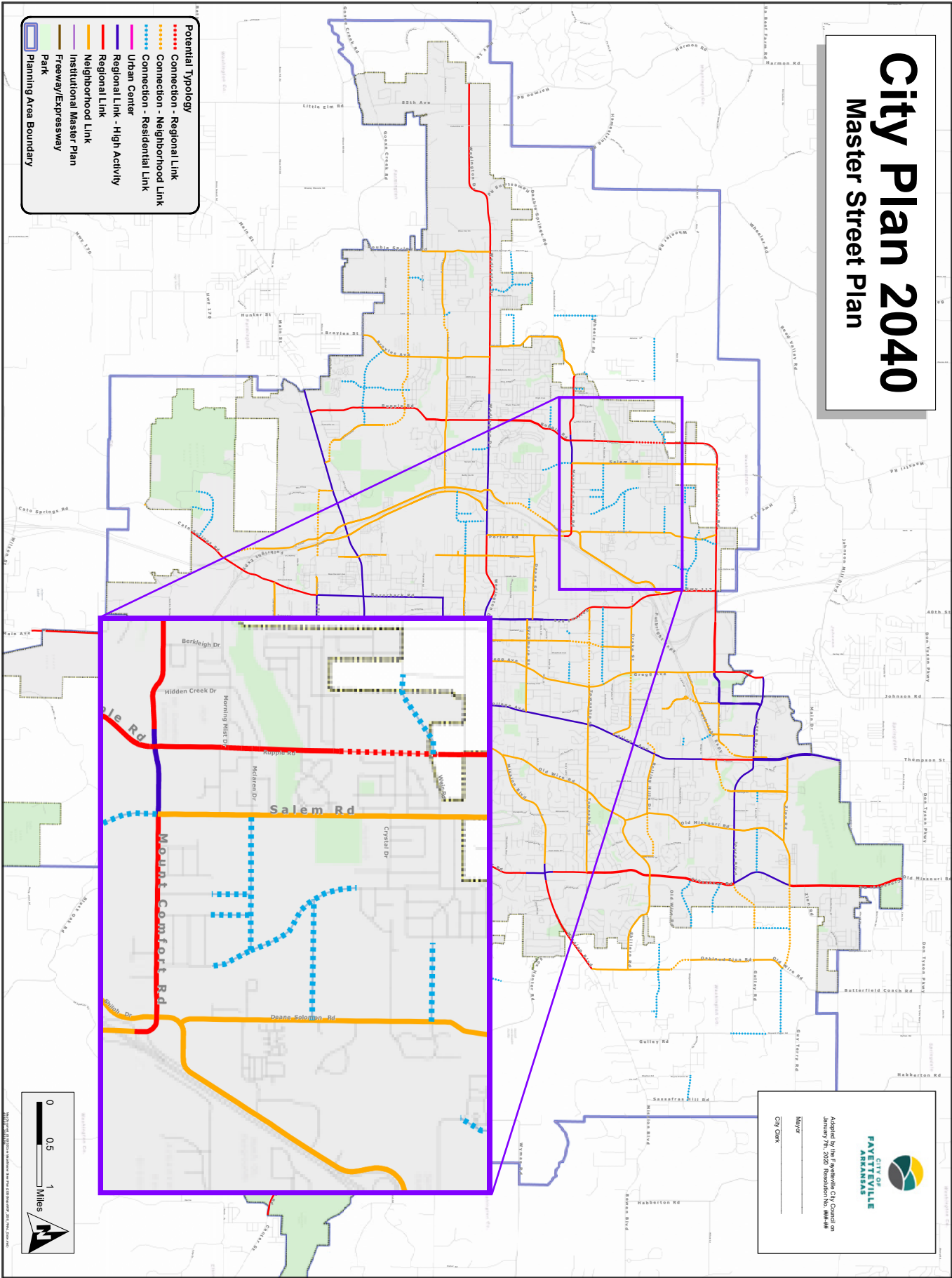


Figure 12.7 - Master Street Plan Map





TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: December 9, 2024 (updated with results)

SUBJECT: **ADM-2024-0048: Administrative Item (SOUTH OF 2861 N. RAVEN LN/RAVEN LANE EXTENSION, 285):** Submitted by HALL ESTILL for property located SOUTH OF 2861 N. RAVEN LN. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 48.50 acres. The request is to modify the Master Street Plan.

RECOMMENDATION:

Staff recommends forwarding **ADM-2024-0048** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **ADM-2024-0048** to City Council with a recommendation of approval."*

BACKGROUND:

The subject area is located in northwest Fayetteville and situated between Underwood Park and the Gary Hampton Softball Complex. This area encompasses three undeveloped parcels, totaling approximately 48.00 acres. Clabber Creek and the Clabber Creek Trail run east to west through the center of the property. A significant portion of the site lies within a FEMA-designated floodplain, and hydric soils are present throughout the area. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
South	Undeveloped	RSF-4, Residential Single-Family, Four Units per Acre CPZD, Commercial Planned Zoning District
West	Undeveloped	RSF-4, Residential Single-Family, Four Units per Acre
East	Undeveloped	RSF-4, Residential Single-Family, Four Units per Acre

Proposal: The applicant is requesting an amendment to the 2040 Master Street Plan to remove a 0.20-mile section of a planned Residential Link Street, extending from Raven Lane to just south of Clabber Creek.

DISCUSSION:

Staff is supportive of the applicant's request. The planned connection has been on the Master Street Plan since 1995 (Resolution 147-95) where it was originally classified as a Collector Street in General Plan 2020's Future Land Use Plan; this is the equivalent of a Neighborhood Link Street

under 2040 Master Street Plan standards. After being reaffirmed as a Collector Street in 2007 under the 2025 Master Street Plan (Resolution 161-07) and again in 2011 under the 2030 Master Street Plan (Resolution 166-11), the connection was downgraded to a Residential Link Street with the adoption of the 2040 Master Street Plan in 2019 (Resolution 15-20).

The Master Street Plan is intended to serve as a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. The Master Street Plan is not intended to serve as a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the proposed connection's location on property owned by the Northwest Arkansas Land Trust and its path through a protected stream largely within a FEMA-designated floodplain, staff does not anticipate the construction of this extension in the near future. The proposed connection is intended to enhance north-south connectivity between Salem Road and Deane Solomon Road. While staff acknowledges the City's goal of improving connectivity with a complete, connected grid of streets, Salem and Dean Solomon already provide sufficient north-south access, especially when considering that they are less than a mile apart and have a higher functional classification.

Public Comment: To date, staff has not received any public comment regarding this request.

RECOMMENDATION: Staff recommends forwarding this item to City Council with a recommendation of approval with the following conditions:

Conditions of Approval:

1. Approval of the removal of this segment of the Master Street Plan connection does not reflect approval of any associated lot split or other planned development; any planned developments must be submitted according to the allowances in relevant city code.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>December 9, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Cabe</u>		with a recommendation of approval	
Second: <u>Madden</u>			
Vote: <u>6-3-0</u>			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Applicant Request Letter
- General Plan 2020 Future Land Use Map
- 2007 Master Street Plan Exhibit
- 2030 Master Street Plan Exhibit
- 2040 Master Street Plan Exhibit
- Current Land Use Map
- **Public Comment Received After Planning Commission Hearing**

October 15, 2024

Jonathan Curth
Director of Development Services
Email: jcurth@fayetteville-ar.gov

Planning Commission
via Portal

Re: ADM-2024-_____

Removal from the Master Street Plan of part of N. Raven Ln.

Dear Jonathan:

As I mentioned to you when we met on this issue, I represent the Underwoods and NWA Land Trust in this request. If you recall, we discussed their desire to delete from the MSP that extension of N. Raven Lane going south past 2861 N. Raven Lane. Please see the attached screenshot of the GIS Master Street Plan, where the proposed portion to be removed has been encased in a red rectangle.

As we discussed in your office, here are the reasons we believe the City should delete this portion from the MSP: 1) Putting this road in and over Clabber Creek would require cutting through the property owned by the Northwest Arkansas Land Trust. This notion seems expensive and contrary to the City's objectives. 2) Building a bridge to cross the creek would be incredibly expensive. 3) The neighbors to the North have already expressed a lot of concern over the potentiality of building the bridge and extending the street. 4) This extension of North Raven is not necessary for connectivity, one of the City's priorities, as there are two perfectly good North to South streets that already exist, Dean Solomon Road to the East and Salem Road to the West. 5) Both of these aforementioned roads are designated as "neighborhood link" streets allowing for higher traffic and these two parallel arteries are less than 8/10ths of a mile apart. If you recall my clients, at the Parks Department's request, when they gifted Underwood Park, they also provided to the City an East to West access across the property that my client's plan to develop. Again, providing easy access from Dean Solomon into Underwood Park. 6) This road would be going through the floodplain and through a very environmentally sensitive area of natural springs.

Upon receiving an invoice, we shall hand-deliver a check to cover the application fee for this ADM. Procedurally, please tell me if I'm correct that this application, after hopefully garnering staff support, will then go to the Planning Commission for a recommendation and either before or after that go to the Transportation Committee for a recommendation and then finally after that go

Jonathan Curth
October 15, 2024
Page 2

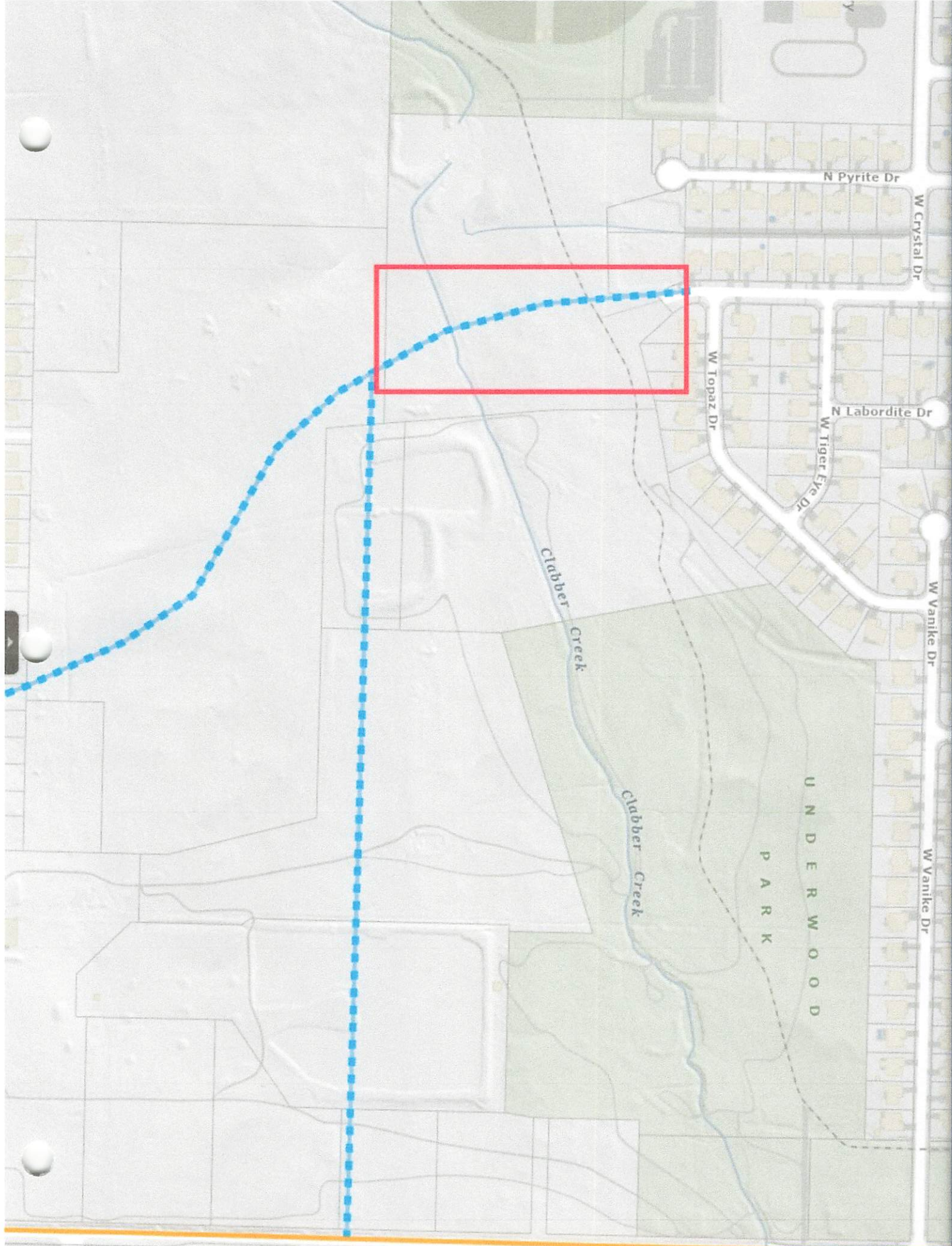
to City Council for a vote. I thank you in advance and look forward to answering any questions you or the staff may have.

Sincerely,

/s/ Robert K. Rhoads

Robert K. Rhoads

RKR:mcm
20586981.1:014788.00001





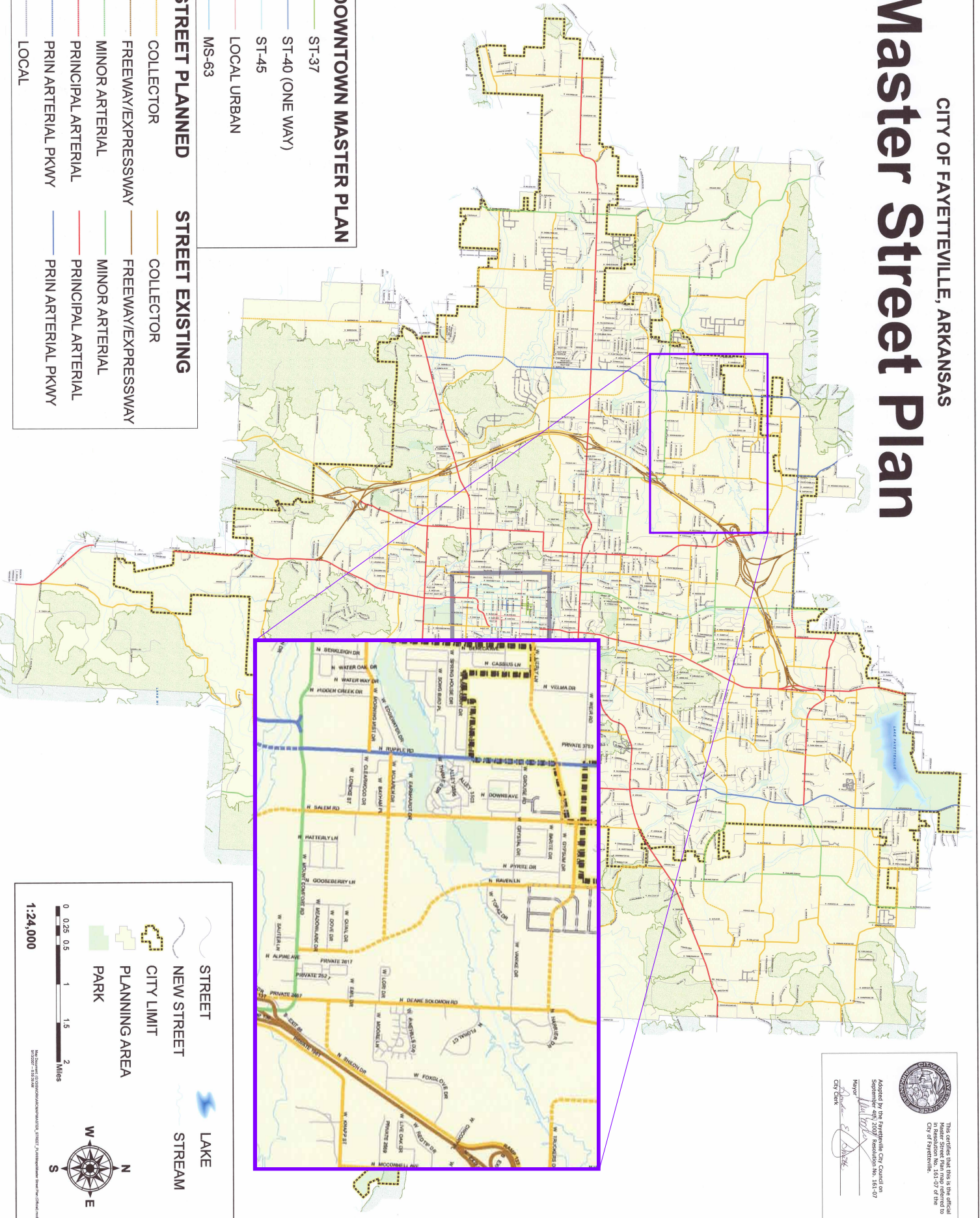
Master Street Plan



This certifies that this is the official Master Street Plan map referred to in Ordinance No. 17 of the City of Fayetteville.

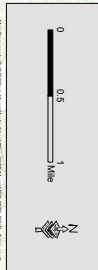
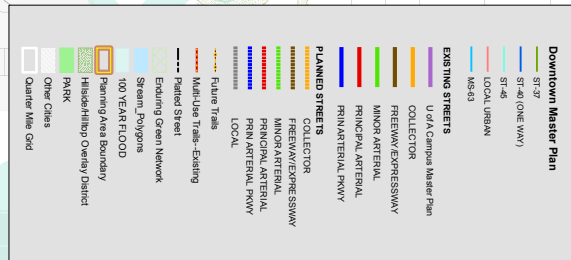
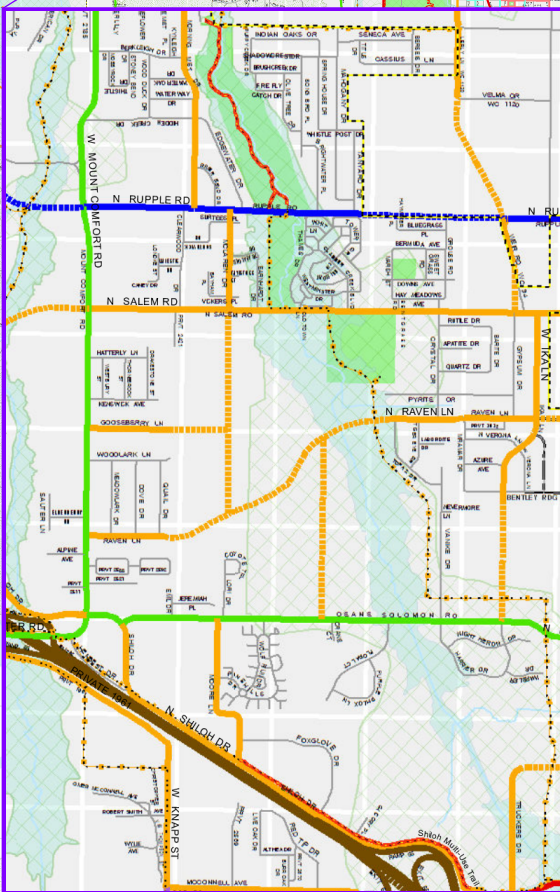
Adopted by the Fayetteville City Council on
September 15, 2009 Resolution No. 15-07
Mayor *[Signature]*
City Clerk *[Signature]*

DOWNTOWN MASTER PLAN	
	ST-37
	ST-40 (ONE WAY)
	ST-45
	LOCAL URBAN
	MS-63
STREET PLANNED	
	COLLECTOR
	FREEWAY/EXPRESSWAY
	MINOR ARTERIAL
	PRINCIPAL ARTERIAL
	PRIN ARTERIAL PKWY
	LOCAL
STREET EXISTING	
	COLLECTOR
	FREEWAY/EXPRESSWAY
	MINOR ARTERIAL
	PRINCIPAL ARTERIAL
	PRIN ARTERIAL PKWY
	LOCAL



City Plan 2030

Master Street Plan



Fayetteville
ARKANSAS

Adopted by the Fayetteville City Council on
August 16, 2011 Resolution No. 146-11

Mayor 
City Clerk 

Planning Commission
December 9, 2024

ADM-2024-0048 (RAVEN LANE EXTENSION)

City Plan 2040 Master Street Plan

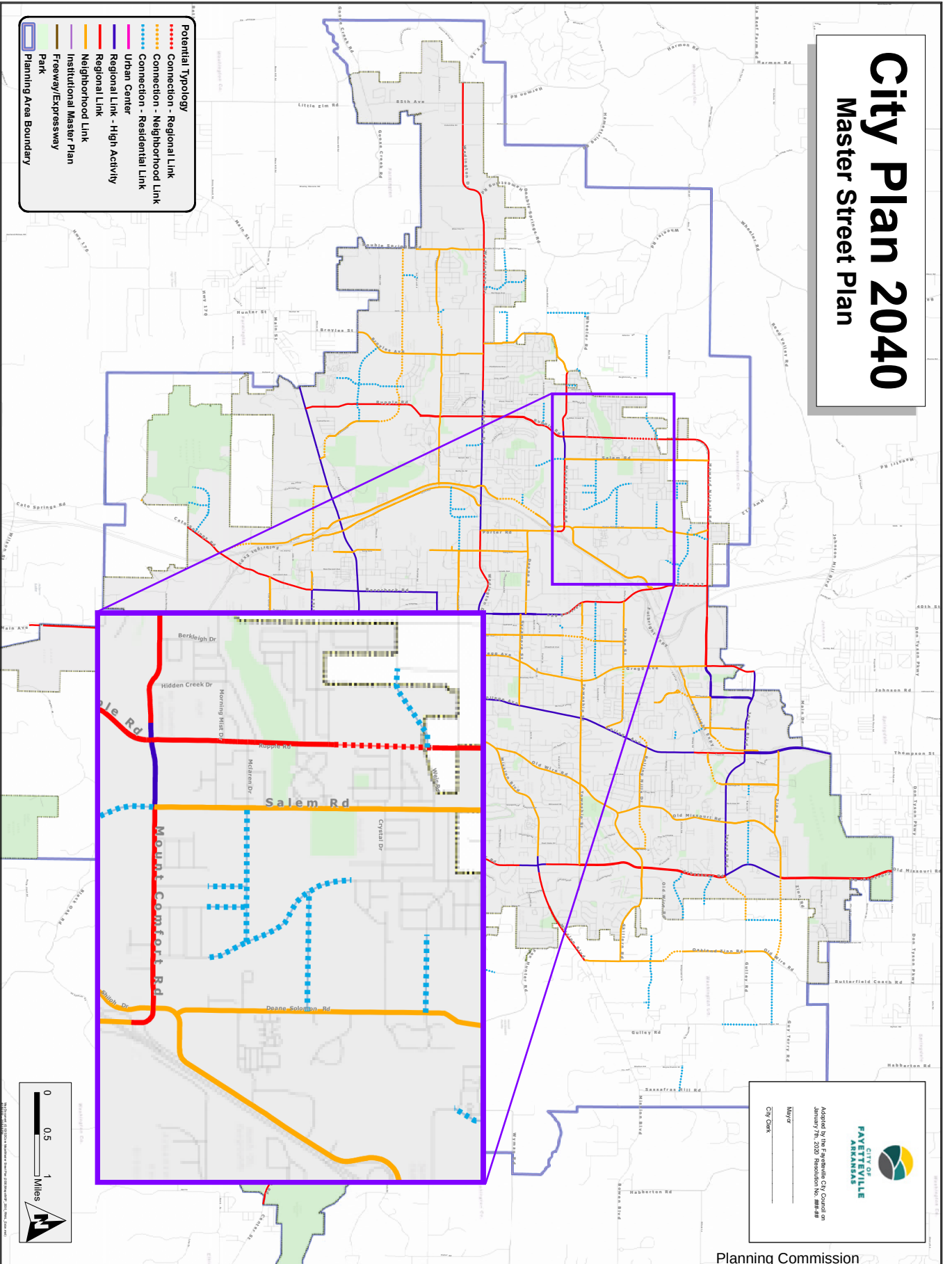


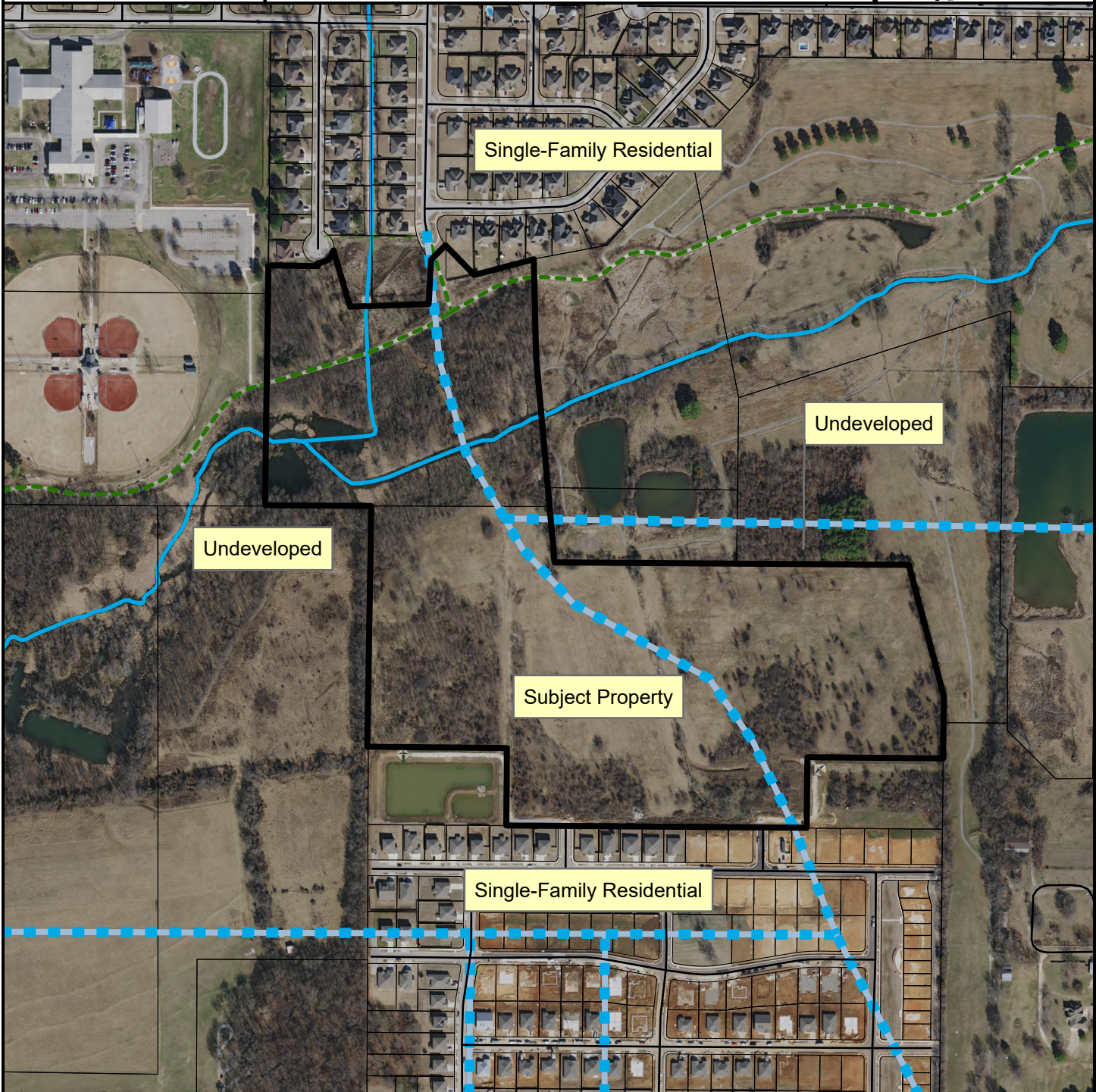
Figure 12.7 - Master Street Plan Map



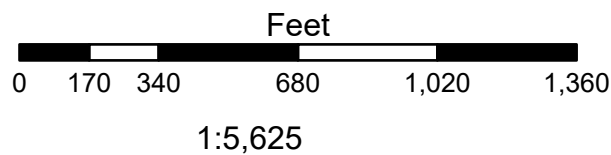
ADM-2024-0048

2861 N. RAVEN LN

Current Land Use



- Unclassified
- Residential Link
- Planned Residential Link
- - - Trail (Proposed)
- - - Planning Area
- - - Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

From: Kyle Smith <kyle.smith@kyle4fay.org>
Sent: Monday, December 30, 2024 10:33 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: ADM-2024-0048 (2861 N. RAVEN LN)

I would like to register my opposition to the request to remove a Raven Ln connection from the master street plan (ADM-2024-0048). This area needs MORE advanced planning for connectivity, not less.

As the old fields in the area continue to develop, this has become an increasingly important issue. Current Planning Commissioners may not remember when the most recent phase of Crystal Springs was proposed in 2018-2019 (nowhere near the existing Crystal Springs and connected to a different subdivision, but named to utilize their banked parkland credits). Residents of Bird Haven and Gooseberry Ln organized to appeal that development specifically on the basis that it was NOT completing the connection of Raven Ln. That connection had been a condition of approval for an expired project entitlement nearly a decade earlier, and the omission on this newer version caused great concern that the connection would never be built.

The development patterns in the area currently force all traffic from many disconnected neighborhoods out onto Mt Comfort to reach nearby Holcomb Elementary - it is nearby geographically, but not by road during morning rushour traffic.

More interconnectedness is a proven way to distribute traffic and provide alternatives to congested routes. It improves walkability, car-pooling, and resilience during times when routes are blocked by accidents or construction. The Planning Commission should absolutely NOT remove planned connections from the MSP, and I would encourage them to identify opportunities for more planned connections throughout the city.

Kyle Smith

2801 W Dove Dr



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2024-0059: Rezoning (2015 E HUNTSVILLE RD./ SEXTON, LLC, 565): Submitted by JESSE FULCHER for property located at 2015 E. HUNTSVILLE RD in Ward 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.54 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

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 southeast Fayetteville on E. Huntsville Road, approximately 0.3 miles west of its intersection with S. Crossover Road. The property contains approximately 0.54 acres and is developed with a single-family dwelling that was built in 1947.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to CS, Community Services.

Public Comment: To date, staff have received no public comment.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to CS be compatible with the surrounding area. The subject property is proximate to CS zoned properties along E Huntsville Road in addition to several other areas of nonresidential and mixed-use zoning. Additionally, this portion of Huntsville Road includes a variety of housing types alongside nonresidential uses. A rezoning to CS would allow for the by-right development of both residential and commercial developments with density dictated by zoning standards like height and development requirements like parking, tree preservation, and stormwater accommodation. That said, RSF-4 and CS have significantly different bulk and area requirements. Lot width minimum in CS is 18 feet; but in RSF-4 it is 70 feet. CS has no lot area minimum; but in RSF-4 it is 8,000 square feet (.18 acres). RSF-4's setbacks include 15 feet front, 5 feet side, and 15 feet for rear; CS include a build-to-zone in the front between 10 feet and 25 feet, while the side and rear property lines have no setback unless either is contiguous to a single-family residential, as is the case today, which will require a 15 foot setback. Additionally, RSF-4 has a three story building maximum while CS allows five stories. Access management 166.08 (F)(2)(a) may be an issue in the future as any further development may trigger compliance depending on a proposed use. Staff finds the requested rezoning to be compatible with the overall

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area's zoning entitlements and surrounding land uses with protections for adjacency to single-family zoned property.

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 CS could allow for the creation, or maintenance, of both commercial and residential uses with reduced lot sizes and offer some flexibility in housing and commercial types. Staff finds that the requested rezoning allows for the creation of convenience goods and services and housing which will assist with the City Goals 1: We Will Make Appropriate Infill and Revitalization our Highest Priority and 6: We Will Create Opportunities for Attainable Housing.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of 6 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 3, 1050 S. Happy Hollow Road.)
- Near Sewer Main (6-inch main, southeast corner of property)
- Near Water Main (12-inch main, E. Huntsville Road.; 6-inch main, south of property)
- Near City Park (Doc Mashburn Park)
- Near ORT Bus Stop (Huntsville & Ray)
- Appropriate Land Use (City Neighborhood Area)

DISCUSSION:

At the January, 13, 2025 Planning Commission meeting, a motion to forward with a recommendation of approval passed with a unanimous vote of 7-0-0. Commissioner Payne made the motion and Commissioner McGentrick 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), Planning Commission Staff Report (#6)

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-85

RZN-2024-0059: Rezoning (2015 E HUNTSVILLE RD./ SEXTON, LLC, 565): Submitted by JESSE FULCHER for property located at 2015 E. HUNTSVILLE RD in Ward 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.54 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-59 FOR APPROXIMATELY 0.54 ACRES LOCATED AT 2015 EAST HUNTSVILLE ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO CS, COMMUNITY SERVICES

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 CS, Community Services.

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

2025-85

Item ID

2/4/2025

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

Jonathan Curth

1/17/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0059: Rezoning (2015 E HUNTSVILLE RD./ SEXTON, LLC, 565): Submitted by JESSE FULCHER for property located at 2015 E. HUNTSVILLE RD in Ward 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.54 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

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:

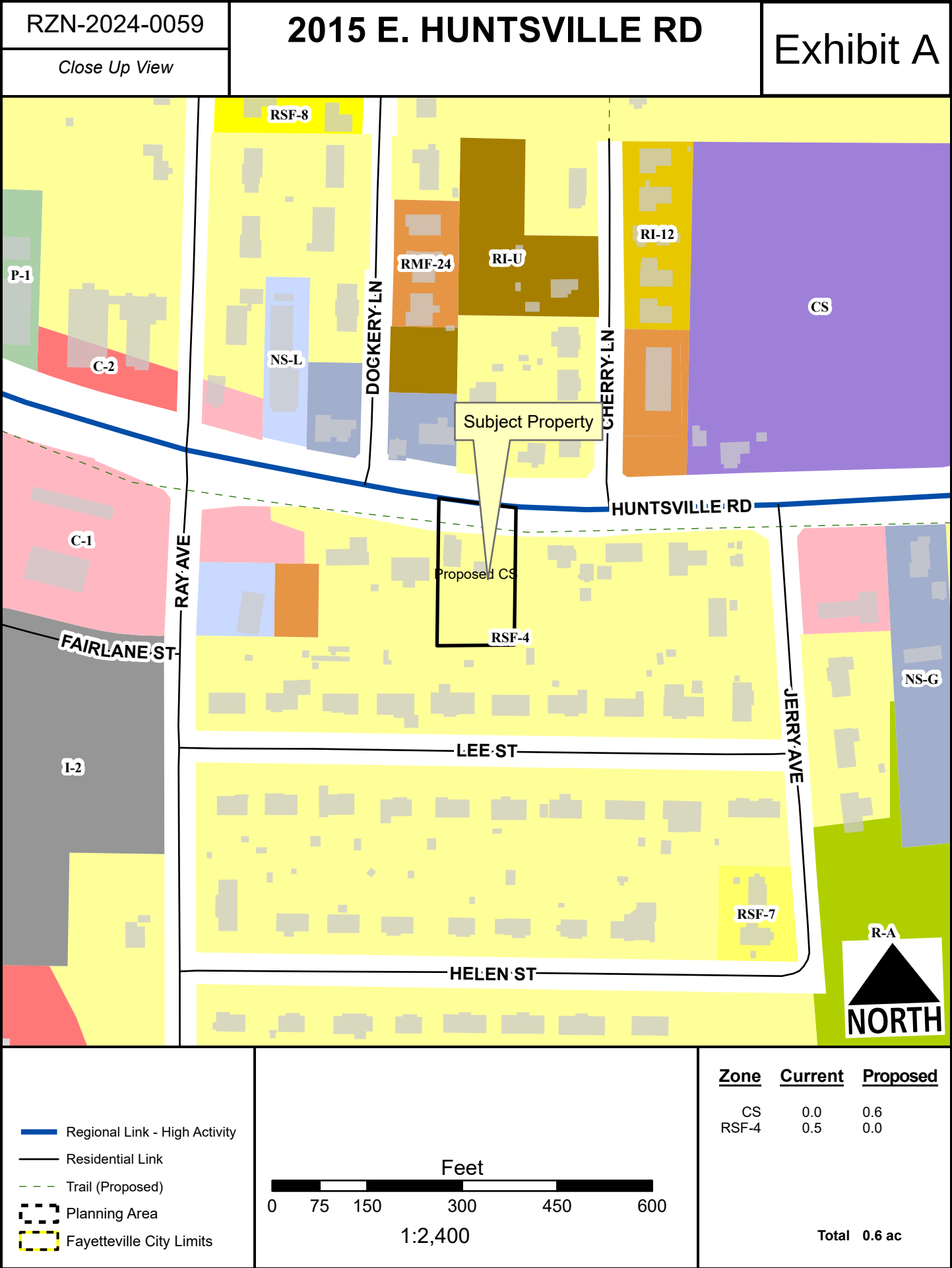


Exhibit B

RZN-2024-0059

A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT S 00 DEGREES 08'49" W 577.25 FEET AND S 88 DEGREES 50'39" W 127.50 FEET FROM THE NE CORNER OF SAID 40 ACRE TRACT SAID POINT BEING IN THE CENTERLINE OF HIGHWAY 16 EAST; THENCE S 00 DEGREES 08'49" W 216.76 FEET TO THE NORTH LINE OF WATSON ADDITION AS SHOWN ON RECORDED PLAT ON FILE IN THE CIRCUIT CLERK'S OFFICE #221; THENCE S 88 DEGREES 50'39" W 122.00 FEET; THENCE N 00 DEGREES 08'49" E 233.00 FEET TO SAID CENTERLINE; THENCE ALONG SAID CENTERLINE S 83 DEGREES 33'08" E 122.71 FEET TO THE POINT OF BEGINNING, CONTAINING .630 ACRES, MORE OR LESS, AND BEING SUBJECT TO THAT PART CONTAINED WITHIN THE RIGHT-OF-WAY OF SAID HIGHWAY 16 EAST ALSO SUBJECT TO ANY PUBLIC UTILITY EASEMENTS AS PER RECORD.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Wesley Frank, Planner

MEETING DATE: January 13, 2025 *Updated with results from January 13, 2025 PC Meeting*

SUBJECT: **RZN-2024-0059: Rezoning (2015 E HUNTSVILLE RD./ SEXTON, LLC, 565):** Submitted by JESSE FULCHER for property located at 2015 E. HUNTSVILLE RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.54 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommend forwarding **RZN-2024-0059** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0059** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in southeast Fayetteville on E. Huntsville Road, approximately 0.3 miles west of its intersection with S. Crossover Road. The property contains approximately 0.54 acres and is developed with a single-family dwelling that was previously built in 1947. 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	Single-Family	NS-L, Neighborhood Services – Limited; RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family	RSF-4, Residential Single-Family, 4 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 CS, Community Services.

Public Comment: To date, staff have received no public comment.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** This property has frontage to E. Huntsville Road (Arkansas Highway 16), an improved regional high activity link, with asphalt paving, bike lanes, curb and gutter, greenspace, and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the subject area. There is an existing 12-inch water main present along the south side of East Huntsville Road and there is an existing 6-inch water main present in the rear of the lot.
- Sewer:** Sanitary Sewer is available to the subject area. There is an existing 6-inch sanitary sewer main present in the southeast corner of the subject property.
- Drainage:** No portion of the property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams or hydric soils are present. Any additional improvements or requirements for drainage will be determined at time of development.
- Fire:** Station 3, located at 1050 S. Happy Hollow Road., protects this site. The property is located approximately 0.4 miles from the fire station with an anticipated drive time of approximately 1 minutes using existing streets. The anticipated response time would be approximately 3.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.
- Police:** The Police Department 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 CS, Community Services 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. 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.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of 6 for this site with a weighted score of 7. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 3, 1050 S. Happy Hollow Road.)
- Near Sewer Main (6-inch main, southeast corner of property)

- Near Water Main (12-inch main, E. Huntsville Road.; 6-inch main, south of property)
- Near City Park (Doc Mashburn Park)
- Near ORT Bus Stop (Huntsville & Ray)
- Appropriate Land Use (City Neighborhood Area)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: *Land Use Compatibility:* Staff finds the proposed rezoning from RSF-4 to CS be compatible with the surrounding area. The subject property is proximate to CS zoned properties across E Huntsville Road. to the east. A rezoning to CS would allow for the by-right development of both residential and commercial developments with no density stipulations. RSF-4 and CS have significantly different bulk and area requirements. Lot width minimum in CS is 18 feet; but in RSF-4 it is only 70 feet. CS has no lot area minimum; but in RSF-4 is 8,000 square feet (.18 acres). RSF-4's setbacks include 15 feet front, 5 feet side, and 15 feet for rear; CS include a build-to-zone in the front between 10 feet and 25 feet, side and rear have no setback unless either is contiguous to a single-family residential, which will require a 15 foot setback. Additionally, RSF-4 has a three story building maximum while CS has a five story. Access management 166.08 (F)(2)(a) may be in an issue in the future as any further development may trigger compliance. 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 CS could allow for the creation, or maintenance, of both commercial and residential properties with reduced lot sizes and offer some flexibility in housing and commercial types. Staff finds that the requested rezoning could allow for the creation of convenience goods and services and housing which will assist with the City Goals 1: We Will Make Appropriate Infill and Revitalization our Highest Priority and 6: We Will Create Opportunities for Attainable Housing.

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 CS 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 CS 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 E Huntsville Road. However, 166.08(F)(2)(a) does states that “curb cuts along regional links shall be shared between two (2) or more lots. Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.” 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 or commercial 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-2024-0059 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 13, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion:	Payne		
Second:	McGentrick		
Vote:	7-0-0		

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code

- §161.07 District RSF-4, Residential Single-Family, Four (4) Units Per Acre
 - §161.22 Community Services
- Applicant Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
-------	------	------

15 feet	5 feet	15 feet
---------	--------	---------

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
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 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services

Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
-------------------------	-----------

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

November 15, 2024

City of Fayetteville Planning
120 W. Mountain Street

Please accept this letter as a request to rezone 2015 E. Huntsville Road from RSF-4 to CS, Community Services. The property is developed with a single-family home that was constructed in the 1940's and has an opportunity to continue as a residential structure, or with its proximity to Hwy 16 and Hwy 265, a small commercial establishment. This area of Hwy 16 was historically a predominantly residential area but has begun a transformation comprised of new residential homes, duplexes and townhouses. Commercial growth has also expanded in the area with a new gas station, coffee shop, retail outlet and a larger commercial center. Smaller, non-residential uses are also beginning to occupy older homes in the area, including a hair salon, spa, engraver, and café. Overall, the land uses in the neighborhood are becoming more diverse, in a positive way, with a variety of living options as well as convenience goods and services.

The Community Services zoning district supports that exact cause. Intended to provide goods and services for persons living in the surrounding residential areas, with a mixture of residential and commercial uses in a traditional urban form. The existing home on the property already lies within the build-to zone for the CS zoning district. And as currently zoned, is considered a nonconforming structure due to being less than 15' from the street right-of-way.

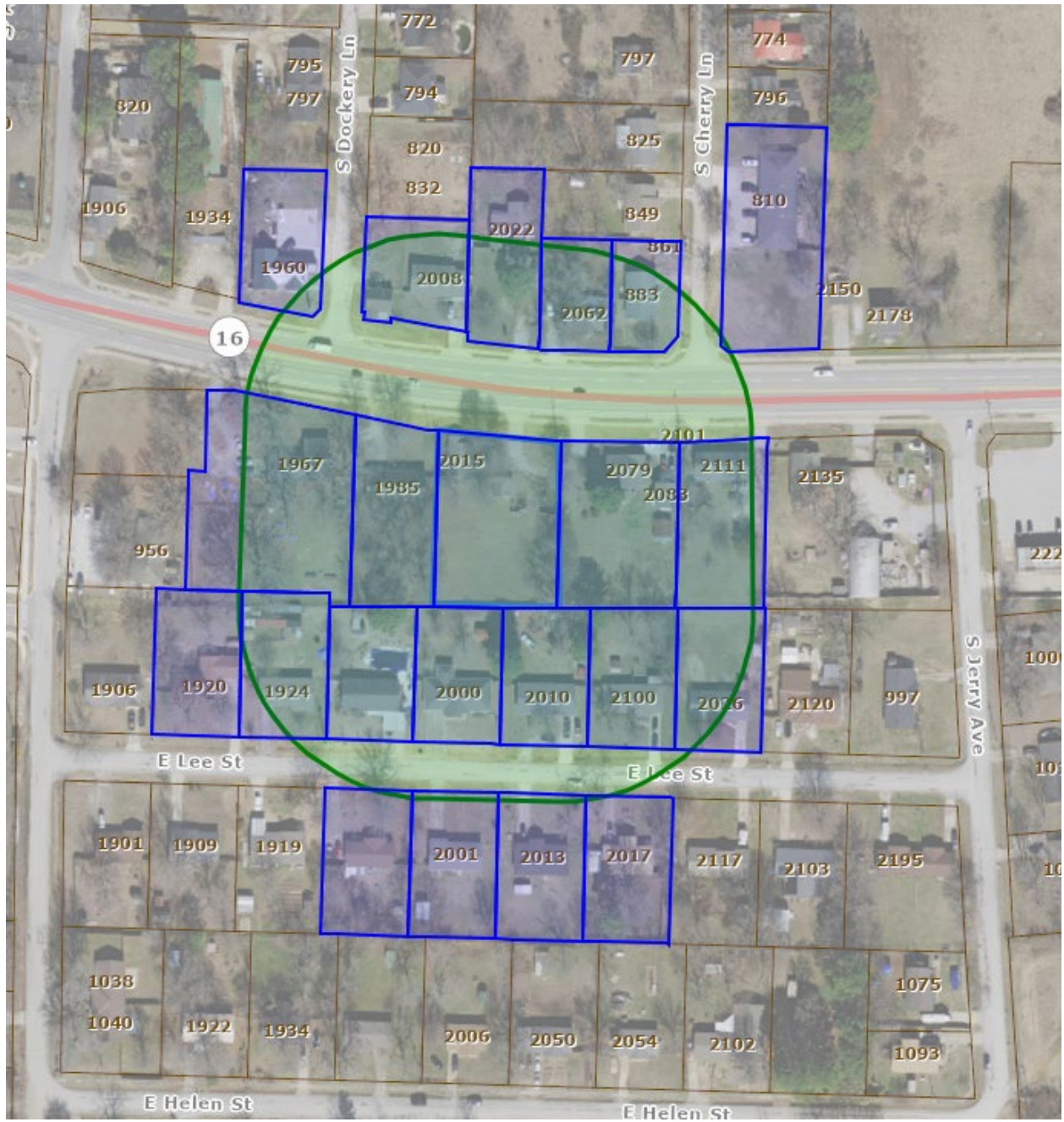
This neighborhood is composed of blocks of purely single-family homes mixed with smaller blocks of multi-family units. All of these residences benefit from the layering of non-residential land uses serving the broader neighborhood. Rezoning this property to Community Services continues to allow a mixture of land uses, developed in a urban form, and serving the surrounding neighborhoods. This zoning will not unreasonably adversely affect surrounding land uses but will continue to layer in a mixture of land uses, serving the surrounding neighborhoods, but also positioned along a very busy street corridor.

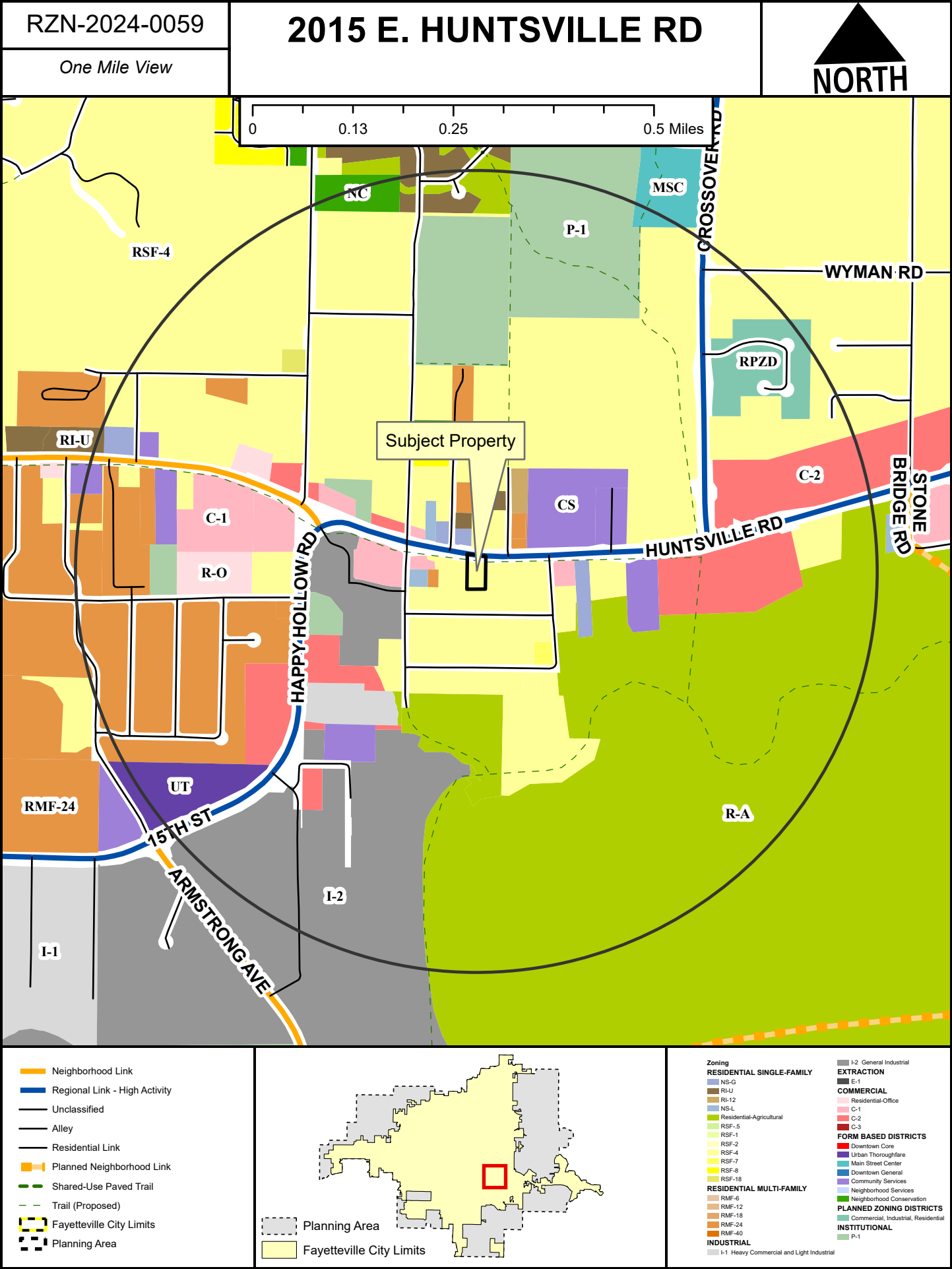
I appreciate your support for this application.

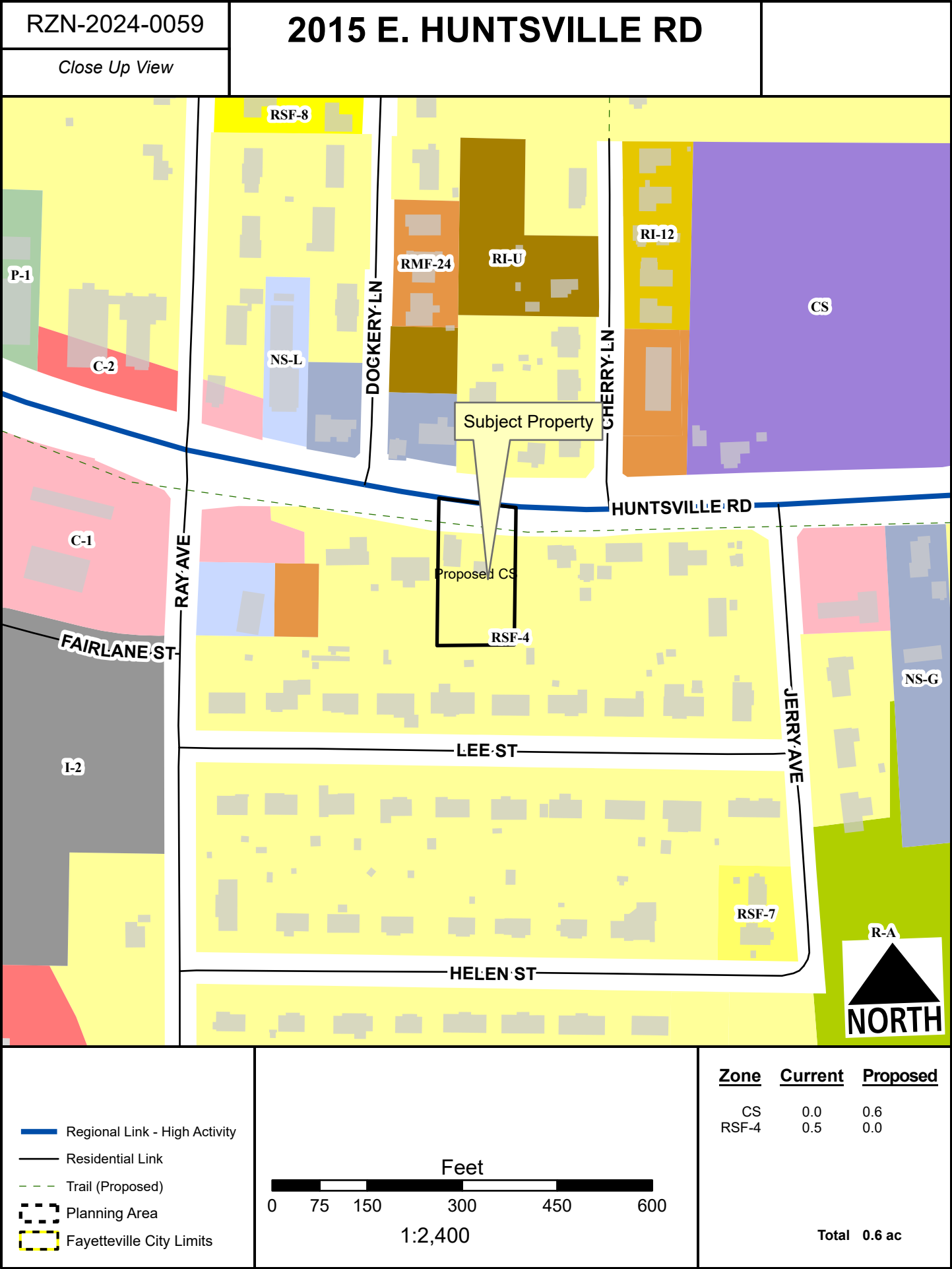
Sincerely,



Dry Fork Creek Properties, LLC







RZN-2024-0059

2015 E. HUNTSVILLE RD

Current Land Use

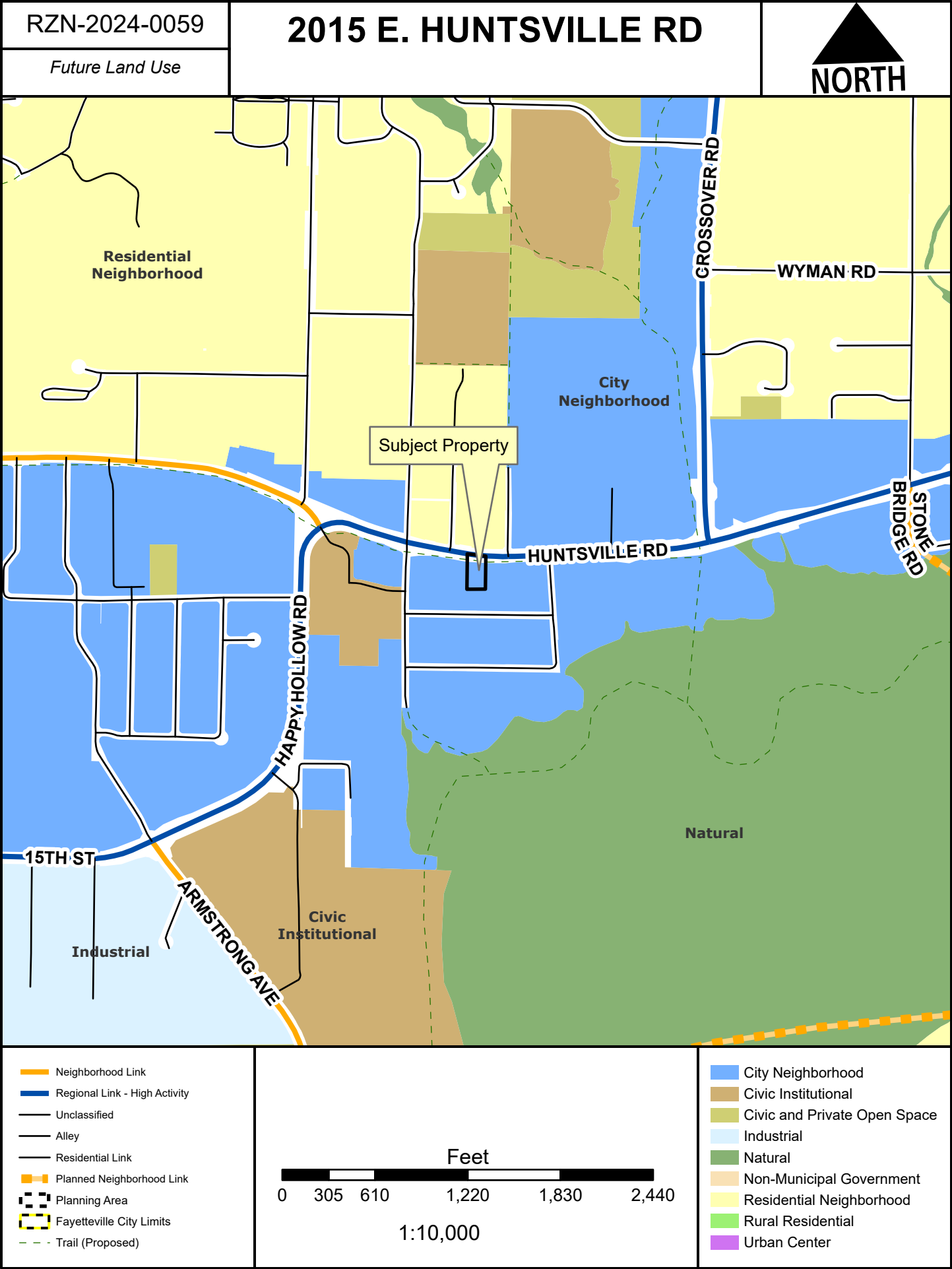


- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway





MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **RZN-2024-0060: Rezoning (818 S. WOOD AVE./BELASCO, 563): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located at 818 S. WOOD AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.37 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:

City Planning Staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in south Fayetteville on the east side of Wood Avenue, about one-sixth of a mile south of the street's intersection with Martin Luther King Jr Boulevard. The property contains one parcel totaling 0.37 acres which is zoned NC, Neighborhood Conservation, and developed with a single-family dwelling that Washington County records indicate was built in 1956. The property lies within the Walker Park Neighborhood Master Plan area and it received its current zoning designation as a result of that plan in 2008.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Public Comment: Staff received public comment from two neighbors who expressed their opposition to this request. They stated that, when they purchased their property, they were under the impression that the neighborhood would remain single-family. Their concerns centered around the proposed zoning allowing a development style that may be incompatible with the character and scale of development in the surrounding area.

Land Use Compatibility: Staff finds the proposed zoning of RI-U, Residential Intermediate-Urban, to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form and density. When compared to the property's current zoning designation of NC, Neighborhood Conservation, RI-U would allow for a greater variety of residential uses and densities by right. Where NC allows single-family dwellings at a density of 10 units per acre, RI-U would allow single- to four-family dwellings by right with no stated density limitation. Since the subject property is directly adjacent to single-family dwellings, and in close proximity to duplexes and multi-family dwellings, staff finds that the land uses allowed by right in RI-U would be directly compatible with the surrounding area. Uses allowed

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Fayetteville, AR 72701

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conditionally in RI-U, including cultural and recreational facilities, limited businesses, and multi-family dwellings, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility.

Land Use Plan Analysis: Staff finds that the proposed zoning is consistent with the property's Future Land Use Map designation as a Residential Neighborhood area. The RI-U zoning district would allow for a mixture of residential densities in an urban form. If the property were to be redeveloped or subdivided, staff finds that RI-U could encourage an environment that is appealing to pedestrians by requiring buildings to be located close to the street and by reducing the visual impact of parking areas. The property has a moderate infill score of 7, which indicates that it's a suitable location for infill. Since hydric soils are present on site, more information will be needed at the time of development to determine whether wetlands are present. Regarding City Plan 2040, staff finds that a rezoning to RI-U could support Goals 1 and 3 by encouraging appropriate infill in an area that is highly walkable and near transit routes. With regard to the Walker Park Neighborhood Master Plan, a rezoning to RI-U could support the guiding principle of balancing uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable development pattern than conventional subdivisions. Also, the variety of housing types permitted in RI-U would enable residents to remain in the Walker Park neighborhood as their housing needs change.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score of 7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Water Main (12-inch main, Wood Avenue)
- Near Sewer Main (6-inch main, Wood Avenue)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (Waxflower – Wood Connector and E. MLK Jr. Blvd.)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood Master Plan)

DISCUSSION:

At the January 13, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a unanimous vote of 7-0-0. Commissioners offered little comment on the item and no members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Planning Commission Staff 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 #: 2025-88

RZN-2024-0060: Rezoning (818 S. WOOD AVE./BELASCO, 563): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located at 818 S. WOOD AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.37 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-60 FOR APPROXIMATELY 0.37 ACRES LOCATED AT 818 SOUTH WOOD AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-88

Item ID

2/4/2025

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

Jonathan Curth

1/17/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0060: Rezoning (818 S. WOOD AVE./BELASCO, 563): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located at 818 S. WOOD AVE in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.37 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

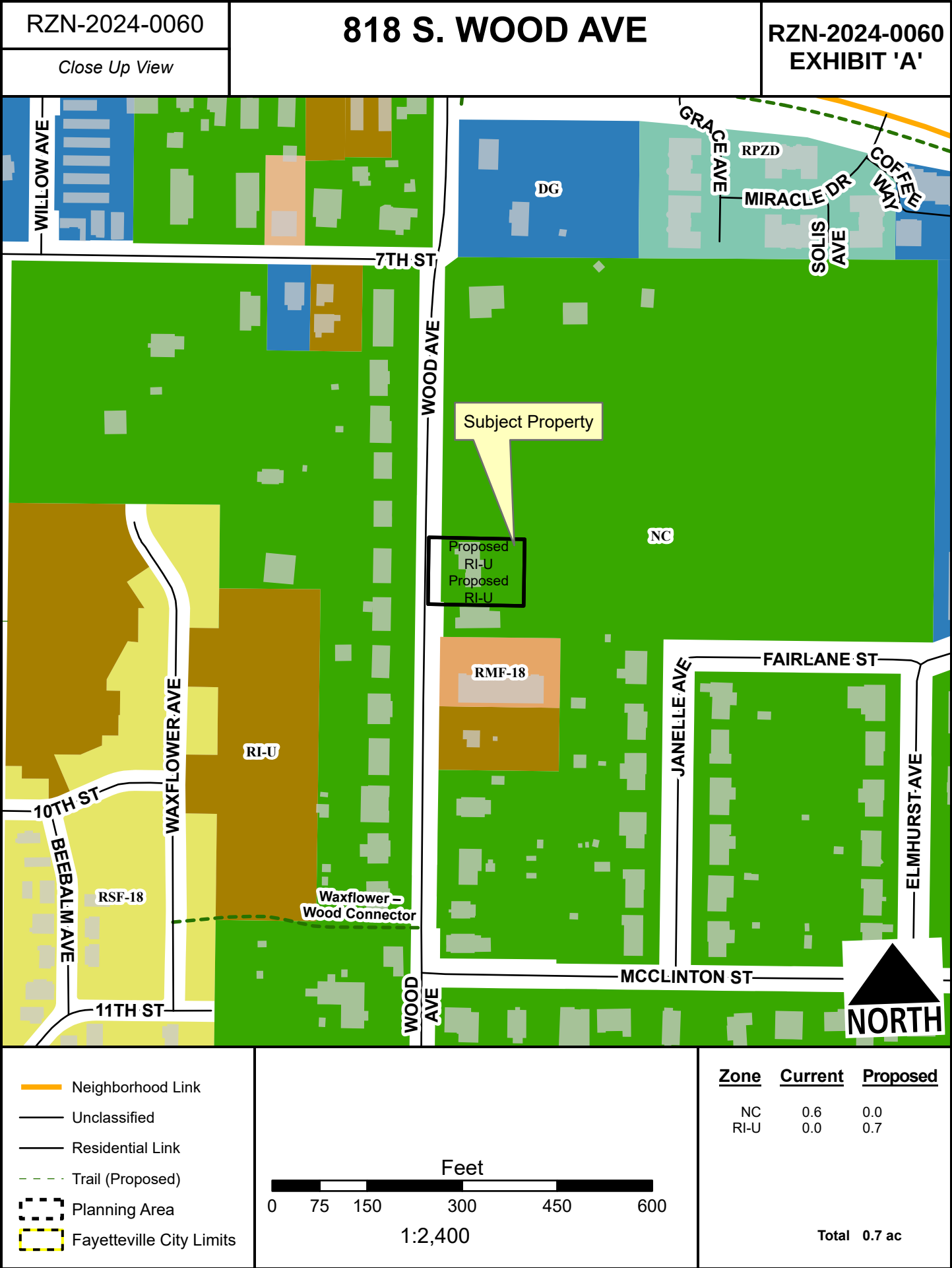
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Zone	Current	Proposed
NC	0.6	0.0
RI-U	0.0	0.7
Total		0.7 ac

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°26'07"W 442.45' (DEED 441') FROM THE NORTHWEST CORNER OF SAID FORTY AND RUNNING THENCE S87°07'36"E 151.28'; THENCE S02°34'03"W 105.10' (DEED 105'), THENCE N87°13'13"W 151.04' TO THE WEST LINE OF SAID FORTY ACRE TRACT, THENCE ALONG SAID WEST LINE N02°26'07"E 105.34' (DEED 105.00') TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH WOOD AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: January 13, 2025 (updated with results)

SUBJECT: **RZN-2024-0060: Rezoning (818 S. WOOD AVE./BELASCO, 563):**
Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located at 818 S. WOOD AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.37 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN-2024-0060** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0060** to the City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in south Fayetteville on the east side of Wood Avenue, about one-sixth of a mile south of the street's intersection with Martin Luther King Jr Boulevard. The property contains one parcel totaling 0.37 acres which is zoned NC, Neighborhood Conservation, and developed with a single-family dwelling that Washington County records indicate was built in 1956. The property lies within the Walker Park Neighborhood Master Plan area and it received its current zoning designation as a result of that plan in 2008. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	NC, Neighborhood Conservation
South	Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Public Comment: Staff received public comment from two neighbors who expressed their opposition to this request. They stated that, when they purchased their property, they were under the impression that the neighborhood would remain single-family. Their concerns centered around the proposed zoning allowing a development style that may be incompatible with the character and scale of development in the surrounding area.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** This property has frontage along Wood Avenue, an unimproved Residential Link Street with asphalt paving and open ditches. Any street improvements required in this area would be determined at the time of development proposal.
- Water:** Public water is available to the subject property. There is an existing 12-inch water main present along Wood Avenue that can serve this property.
- Sewer:** Sanitary sewer is available to the subject property. There is an existing six-inch sanitary sewer main present along Wood Avenue. There are also known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 990 feet downstream of this property.
- Drainage:** No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams are present on site. However, hydric soils appear to be present on the west side of the 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 are 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. Any improvements or requirements for drainage will be determined at the time of development submittal.
- Fire:** Station 1, located at 303 W. Center St., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.
- Police:** The Police Department did not comment on this request.
- Tree Preservation:** The proposed zoning district, RI-U, Residential Intermediate-Urban, requires **15% minimum canopy preservation**. The current zoning district, NC, Neighborhood Conservation, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood Area** within the **Walker Park Neighborhood Master Plan** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of 7 for this site with a weighted score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Water Main (12-inch main, Wood Avenue)
- Near Sewer Main (6-inch main, Wood Avenue)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (Waxflower – Wood Connector and E. MLK Jr. Blvd.)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood Master Plan)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning of RI-U, Residential Intermediate-Urban, to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form and density. When compared to the property's current zoning designation of NC, Neighborhood Conservation, RI-U would allow for a greater variety of residential uses and densities by right. Where NC allows single-family dwellings at a density of 10 units per acre, RI-U would allow single- to four-family dwellings by right with no stated density limitation. Since the subject property is directly adjacent to single-family dwellings, and in close proximity to duplexes and multi-family dwellings, staff finds that the land uses allowed by right in RI-U would be directly compatible with the surrounding area. Uses allowed conditionally in RI-U, including cultural and recreational facilities, limited businesses, and multi-family dwellings, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility.

Land Use Plan Analysis: Staff finds that the proposed zoning is consistent with the property's Future Land Use Map designation as a Residential Neighborhood area. The RI-U zoning district would allow for a mixture of residential densities in an urban form. If the property were to be redeveloped or subdivided, staff finds that RI-U could encourage an environment that is

appealing to pedestrians by requiring buildings to be located close to the street and by reducing the visual impact of parking areas. The property has a moderate infill score of 7, which indicates that it's a suitable location for infill. Since hydric soils are present on site, more information will be needed at the time of development to determine whether wetlands are present. Regarding City Plan 2040, staff finds that a rezoning to RI-U could support Goals 1 and 3 by encouraging appropriate infill in an area that is highly walkable and near transit routes. With regard to the Walker Park Neighborhood Master Plan, a rezoning to RI-U could support the guiding principle of balancing uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable development pattern than conventional subdivisions. Also, the variety of housing types permitted in RI-U would enable residents to remain in the Walker Park neighborhood as their housing needs change.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning from NC to RI-U is justified. Rezoning to RI-U would allow for housing types and densities that are comparable to the existing development pattern in the area and consistent with the City's planning policies and objectives.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Staff finds that rezoning the property to RI-U has the potential to increase traffic along Wood Avenue. However, the size of the property will naturally limit the scale of any future development and thus reduce any possible impacts on traffic danger or congestion. Any street improvements required in this area would be determined at the time of development proposal.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from NC to RI-U has the potential to increase population density when considering there is no density limitation associated with the RI-U zoning district. However, staff finds that a rezoning is not likely to undesirably increase the load on public services. The property is near existing water and sanitary sewer infrastructure and is close to other public services. There are, however, known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 990 feet downstream of this property. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed

zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0060 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 13, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Werner		with a recommendation of approval	
Second: Payne			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.12 District RI-U, Residential Intermediate - Urban
 - §161.29 Neighborhood Conservation
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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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 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945, §5(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwelling types	40 feet
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(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

October 21, 2024

City of Fayetteville
Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

**RE: Rezoning Parcel No. 765-15111-001 from NC – Neighborhood Conservation to
RI-U–Residential Intermediate–Urban**

Dear Planning Staff:

This letter is intended to accompany a rezone request for Parcel No. 765-15111-001, located at 818 S. Wood Avenue in South Fayetteville.

The parcel is currently zoned NC, Neighborhood Conservation. The applicant is requesting that it be rezoned to RI-U, Residential Intermediate–Urban. This property is surrounded on three sides by property zoned NC. However, there are several precedent rezonings in the area. A large parcel of land was rezoned to RI-U on Waxflower Ave for the Homes at Willow Bend earlier this year. Likewise, there is a parcel nearby to the South which is zoned RMF-18 and another which was zoned to RI-U in 2023. RI-U zoning promotes creative infill projects by allowing a diversity of unit types with flexible lot widths. It is particularly effective in doing so when the subject property is on a small lot with existing infrastructure at the street, such as the subject property in this request.

The proposed rezoning would allow for infill development in a variety of housing types, and the flexibility of RI-U's lot dimensions would help to add additional housing on a small lot. This would be compatible with the new and old development pattern, and would continue to disallow multi-family development in the same way that the current zoning does. Lastly, the property has access to water and sewer, with existing lines for both being located on S. Wood Ave.

Thank you for considering this request for rezoning. If you have any questions, please contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

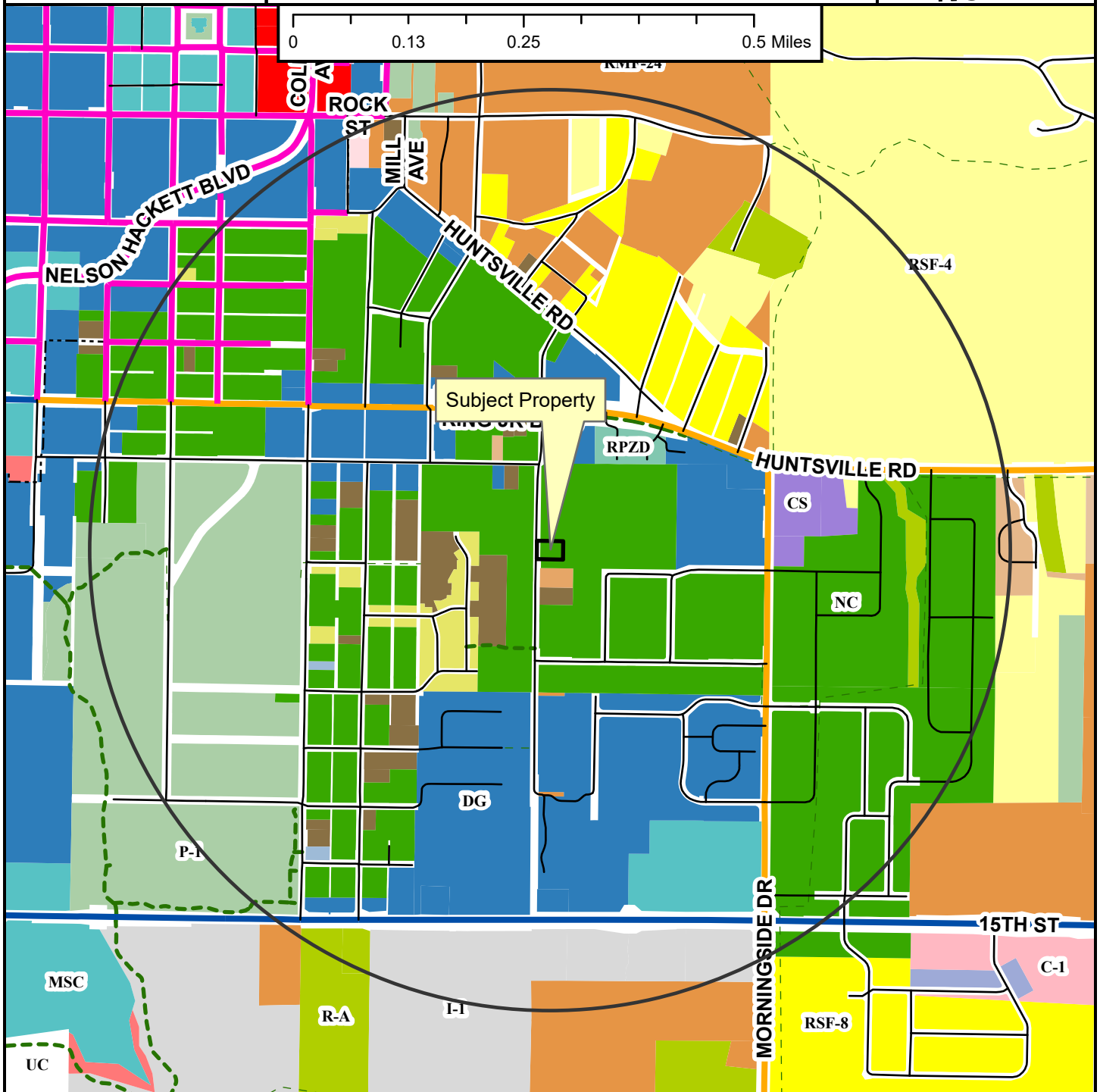
RZN-2024-0060

818 S. WOOD AVE

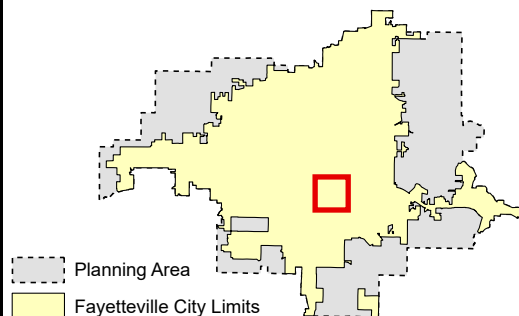
One Mile View



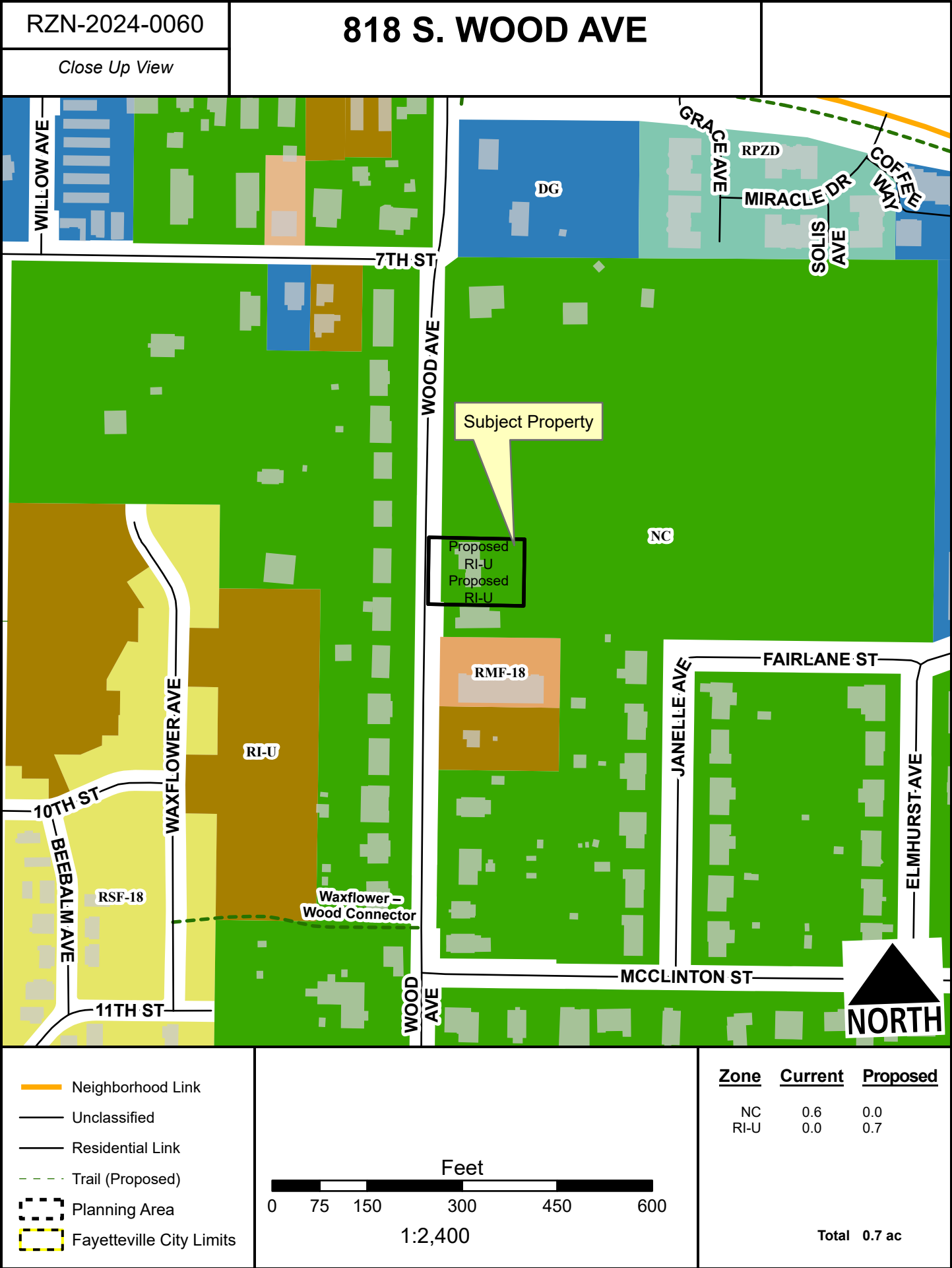
0 0.13 0.25 0.5 Miles



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



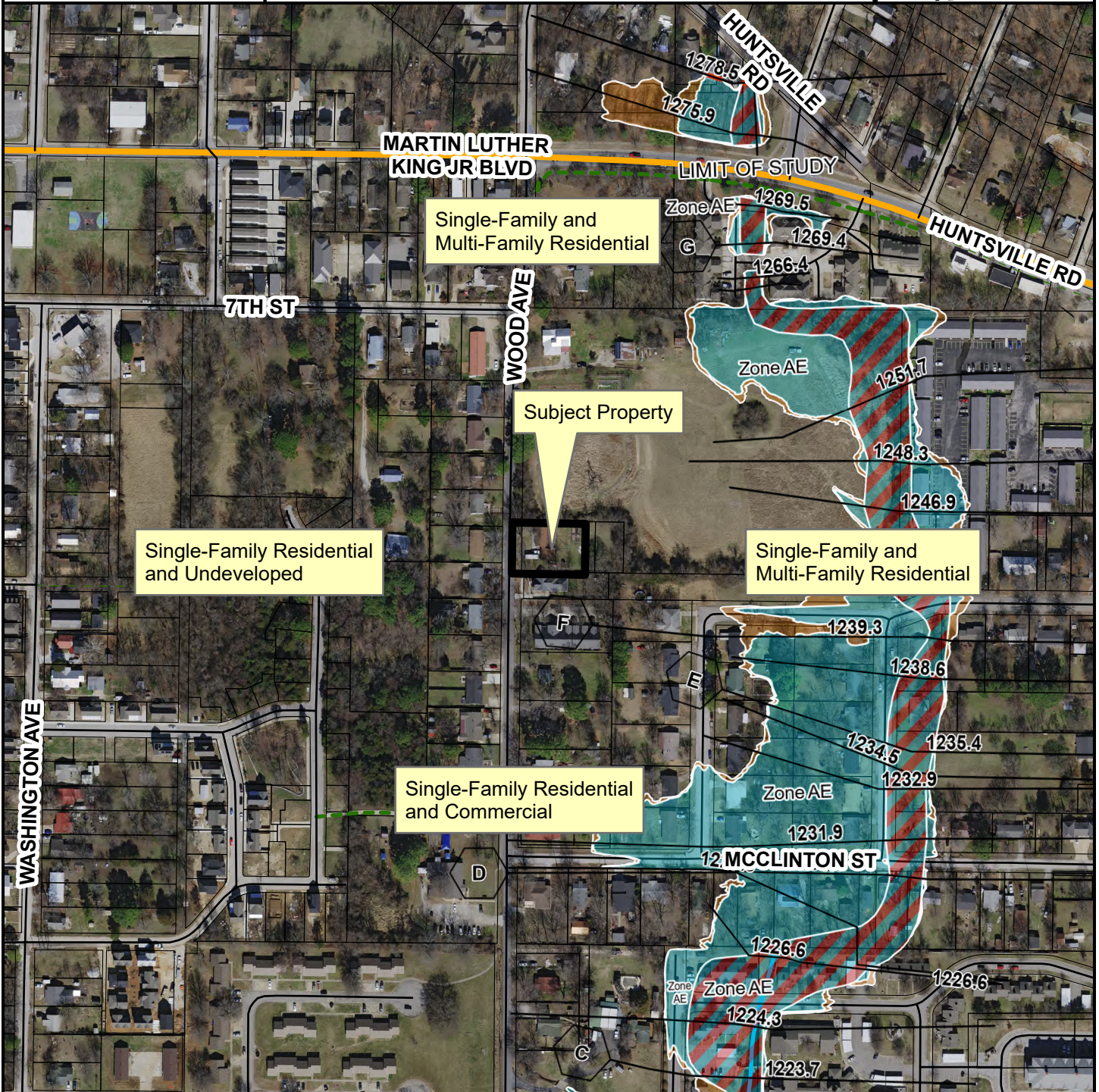
- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- NS-G
 - RI-U
 - RI-12
 - NS-L
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RMF-6
 - RMF-12
 - RMF-13
 - RMF-24
 - RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
 - INSTITUTIONAL
 - P-1



RZN-2024-0060

818 S. WOOD AVE

Current Land Use



- Neighborhood Link
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

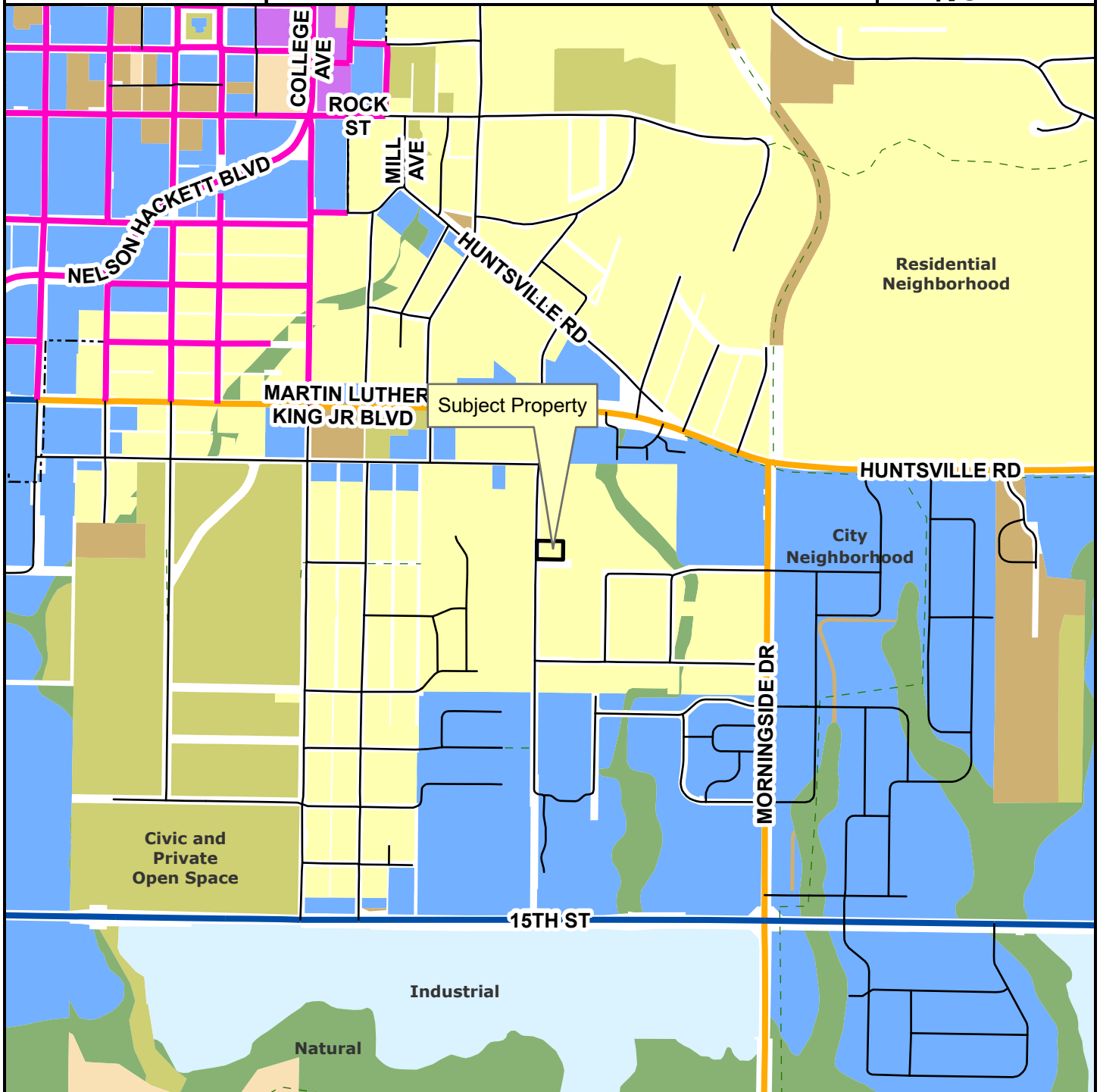
- 100-Year Floodplain
- Floodway

RZN-2024-0060

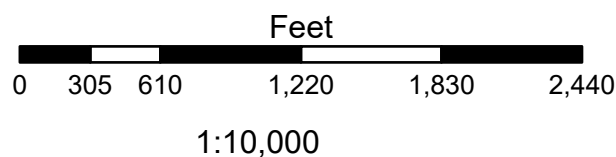
818 S. WOOD AVE



Future Land Use



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2024-0061: Rezoning (114 W. 5TH ST./ MORRIS, 565): Submitted by THISTLE FLORALS for property located at 114 W. 5TH ST in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

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 southeast Fayetteville on W. 5th Street, approximately 0.19 miles west of the intersection with S. College Road. The property contains approximately 0.2 acres and is developed for a single-family dwelling.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Public Comment: One member of the public communicated to staff via email on January 9, 2024, that they support the rezoning request as it supplements the neighborhood due to the requested zoning district's flexibility, and ability to support additional housing types..

Land Use Compatibility: Staff finds the proposed rezoning from NC to RI-U be compatible with the surrounding area. The subject property is proximate to RI-U zoned properties across S. Church Avenue to the west. A rezoning to RI-U would allow for the by-right development of residential options. NC and RI-U have varying bulk and area requirements. Lot width minimum in RI-U is 18 feet; but in NC it is 40 feet. RI-U has no lot area minimum; but in NC it is 4,000 square feet. Both RI-U and NC density allowances are not a factor in either zoning district as the lot's size limits the development of additional structures (RI-U no maximums/ NC allows for 10 units an acre). What is allowed by-right for development differs for each zoning type. For RI-U, it allows for greater housing options that include missing middle housing (single-, two-, three-, and four- family dwellings). Conversely, NC is limited to allowing single-family dwellings and accessory dwellings. Staff finds the requested rezoning to be compatible with surrounding land uses .

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 Residential Neighborhood area. A rezoning to RI-U

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

could allow for the creation of more residential properties with reduced lot sizes. Staff finds that the requested rezoning could allow for the creation of more housing types that would adhere to City Goals 1: We Will Make Appropriate Infill and Revitalization our Highest Priority and 6: We Will Create Opportunities for Attainable Housing.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **11** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (8-inch main, south of property)
- Near Water Main (2-inch main, south of property)
- Near grocery store (Walmart Neighborhood Market, W MLK)
- Near U of A campus
- Near City Park (Walker Park)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (MLK Blvd & MLK Blvd/ Block Ave WB)
- Near Razorback Bus Stop (Downtown Square)
- Within Downtown Master Plan Area
- Sufficient Intersection Density

DISCUSSION:

At the January 13, 2025 Planning Commission meeting, a motion to forward with a recommendation of approval passed with a unanimous vote of 7-0-0. Commissioner Garlock made the motion and Commissioner Werner provided the second. Commissioners did not have any comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff 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 #: 2025-91

RZN-2024-0061: Rezoning (114 W. 5TH ST./ MORRIS, 565): Submitted by THISTLE FLORALS for property located at 114 W. 5TH ST in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-61 FOR APPROXIMATELY 0.20 ACRES LOCATED AT 114 WEST 5TH STREET IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-91

Item ID

2/4/2025

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

Jonathan Curth

1/17/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0061: Rezoning (114 W. 5TH ST./ MORRIS, 565): Submitted by THISTLE FLORALS for property located at 114 W. 5TH ST in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

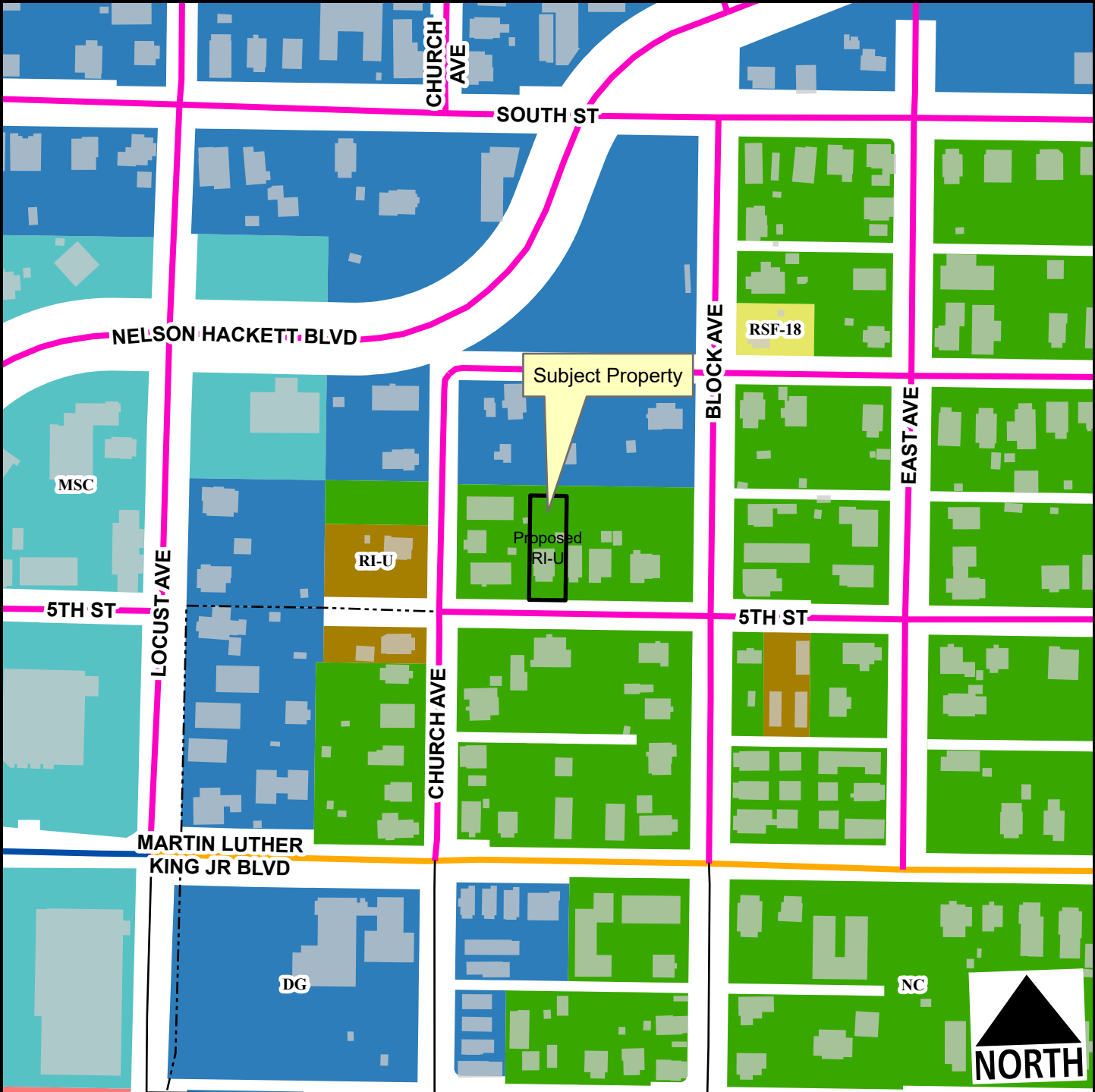
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Neighborhood Link

Regional Link - High Activity

Urban Center

Residential Link

Design Overlay District

Planning Area

Fayetteville City Limits

Feet

075150300450600

1:2,400

Zone	Current	Proposed
NC	0.2	0.0
RI-U	0.0	0.2
Total		0.2 ac

EXHIBIT B
RZN-2024-0061

765-07097-000

LOT 3 EXC EAST 5 FT BLOCK 20

765-07096-000

EAST 5 FT LOT 3 BLOCK 20



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Wesley Frank, Planner

MEETING DATE: January 13, 2025 **Updated with results from January 13, 2025 PC Meeting**

SUBJECT: **RZN-2024-0061: Rezoning (114 W. 5TH ST./ MORRIS, 565):** Submitted by THISTLE FLORALS for property located at 114 W. 5TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.20 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommend forwarding **RZN-2024-0061** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0061** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in southeast Fayetteville on W. 5th Street, approximately 0.19 miles west of the intersection with S. College Road. The property contains approximately 0.2 acres and is developed for a single-family dwelling. The property is zoned NC, Neighbor Conservation. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Residential Single-Family	DG, Downtown General
South	Residential Single-Family	NC, Neighborhood Conservation
East	Residential Single-Family	NC, Neighborhood Conservation
West	Residential Single-Family	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban. The applicant intends to subdivide the property into a tandem lot.

Public Comment: One member of the public communicated to staff via email on January 9, 2024, that they support the rezoning request as it supplements the neighborhood due to its flexibility, ability to support middle housing, and the setback options for RI-U.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: This property has frontage to W. 5th Street, a partially improved urban center street, 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 property. There is an existing 2-inch watermain present in West 5th Street that serves this property.

Sewer: Sanitary Sewer is available to the subject property. There is an existing 8-inch sanitary sewer main present in West 5th Street that serves this property.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 200 linear feet downstream of this property.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams or hydric soils are present. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.6 miles from the fire station with an anticipated drive time of approximately 2.0 minutes using existing streets. The anticipated response time would be approximately 4.2 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 NC, Neighborhood Conservation requires **20% minimum canopy preservation**. The proposed zoning district of RI-U, Residential Intermediate-Urban requires **15% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of 11 for this site with a weighted score of 13. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (8-inch main, south of property)
- Near Water Main (2-inch main, south of property)
- Near grocery store (Walmart Neighborhood Market, W MLK)
- Near U of A campus
- Near City Park (Walker Park)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (MLK Blvd & MLK Blvd/ Block Ave WB)
- Near Razorback Bus Stop (Downtown Square)
- Within Downtown Master Plan Area
- Appropriate Land Use (Residential 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 NC to RI-U be compatible with the surrounding area. The subject property is proximate to RI-U zoned properties across S Church Avenue to the east. A rezoning to RI-U would allow for the by-right development of residential options. NC and RI-U have significantly different bulk and area requirements. Lot width minimum in RI-U is 18 feet; but in NC it is 40 feet. RI-U has no lot area minimum; but in NC it is 4,000 square feet. Both RI-U and NC density allowances are not a factor in either zoning district as the lot's size limits the development of additional structures (RI-U no maximums/ NC allows for 10 units an acre). What is allowed by-right for development differs for each zoning type. For RI-U, it allows for greater housing options that include middle housing (single-, two-, three-, and four- family dwellings). NC allows for single-family dwellings and accessory dwellings. 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 Residential Neighborhood area. A rezoning to RI-U could allow for the creation of more residential properties with reduced lot sizes. Staff finds that the requested rezoning could allow for the creation of more housing types that would adhere to City Goals 1: We Will Make Appropriate Infill and Revitalization our Highest Priority and 6: We Will Create Opportunities for Attainable Housing.

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 NC to RI-U 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: However, the property's location next to undeveloped right-of-way and in an area with a high intersection density suggests that vehicle trips to and from this property will be evenly dispersed, limiting impacts on traffic danger and safety. Also, the number of vehicle trips to and from this site would be limited by its proximity to public trails and bus stops.

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. The size of the lot would limit development to a significant degree. 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-2024-0061 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:			
Required	<u>YES</u>		
Date: <u>January 13, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Garlock			
Second: Werner			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.29 District NC, Neighborhood Conservation
 - §161.12 District Residential Intermediate - Urban
- Applicant Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwelling types	40 feet
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(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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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 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) *Minimum Buildable Street Frontage.* 50% of the lot width.

To Fayetteville planning department,

We are requesting the rezoning of a tandem lot, split from the existing lot and home, for the purpose of building an ADU. We need the lot split in order to satisfy our lender in order to have a separate parcel and legal description for the detached ADU structure from the existing house.

We are currently zoned: NC, Neighborhood Conservation.

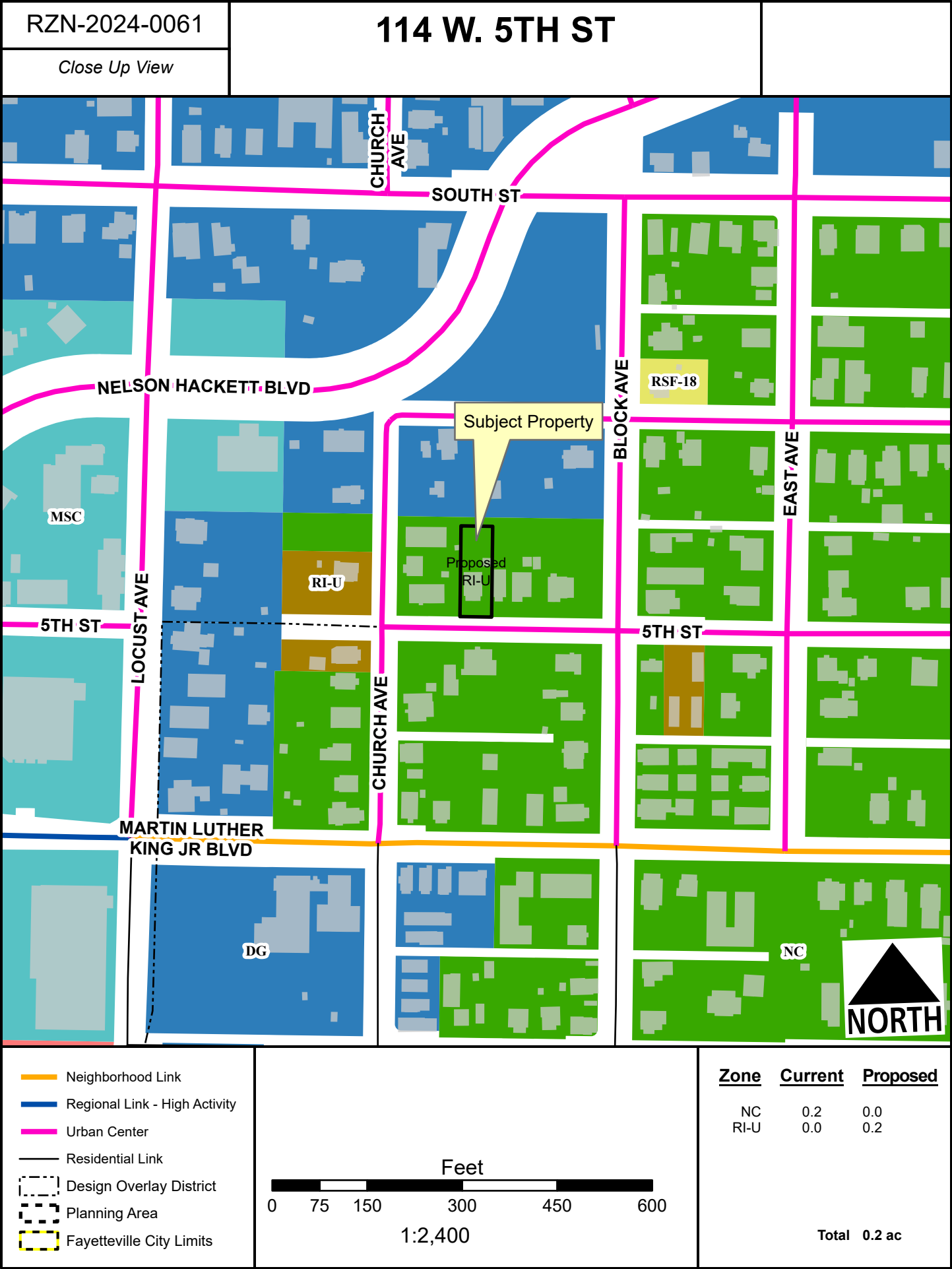
We are requesting rezoning to: RI-U, Res. Intermediate Urban.

We currently already have a building permit approved through City Of Fayetteville. We have had a new 911 address issued for the new structure. The field work for our new survey has already been completed by Blew And Associates to do the lot split.

We could not achieve our setback clearances by simply splitting to a tandem lot. The only way to get our setback within the allowances is to re-zone the newly defined lot to RI – U. After speaking with planning staff regarding our specific conditions and requests, I was advised that if we wrote a Bill of Assurance stating that we had no intent to build multi family or high density then we would get a letter of recommendation from the planning department for our rezoning request.

The address for the existing house and lot is 114 W. 5th St. Fayetteville, AR.

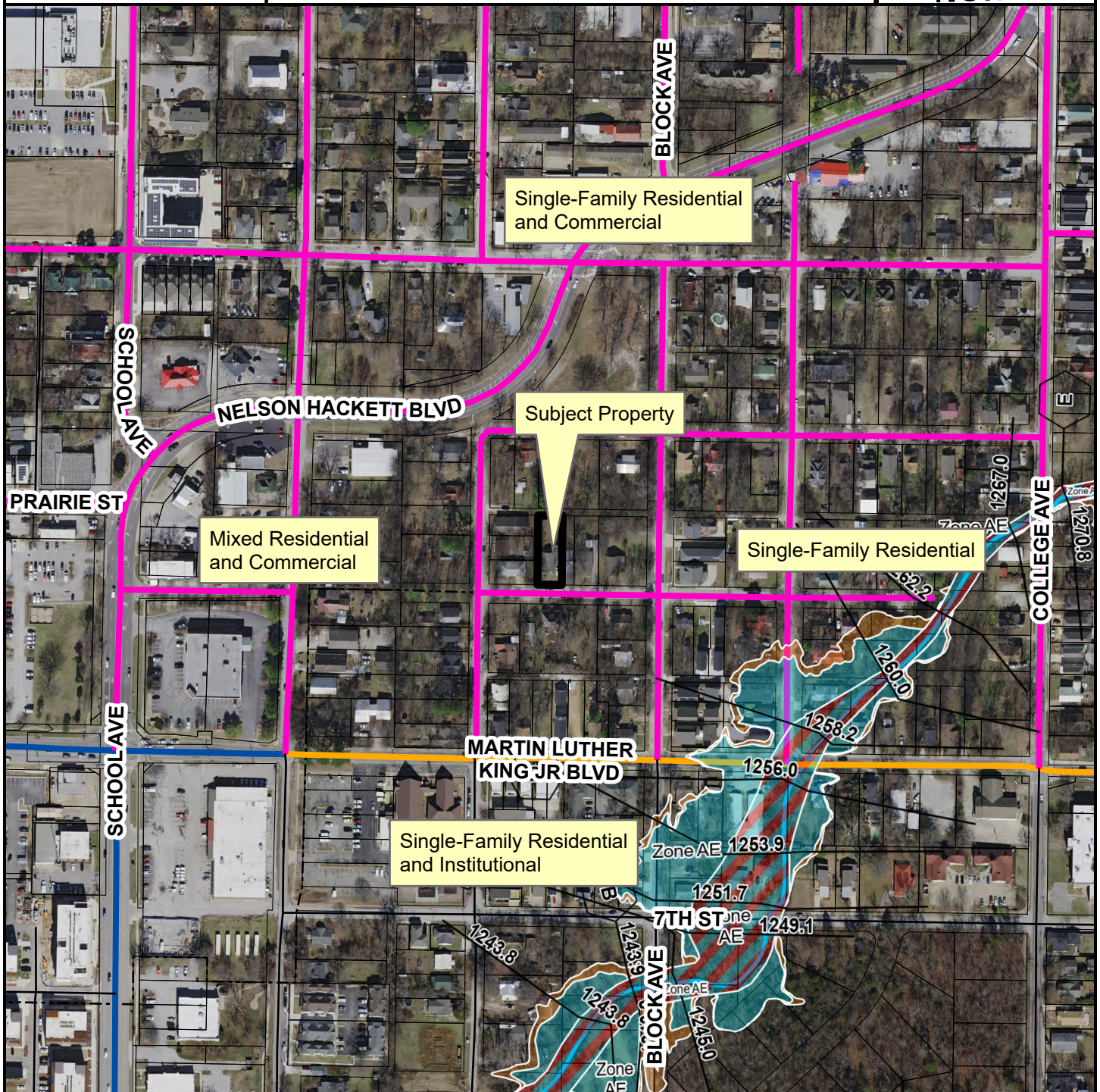
The new address for the split lot and ADU is 114 B W. 5th St. Fayetteville, AR



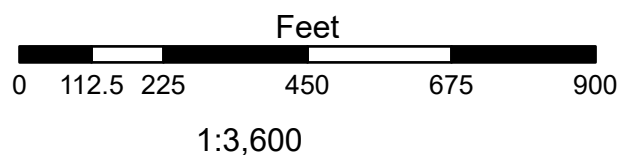
RZN-2024-0061

114 W. 5TH ST

Current Land Use



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

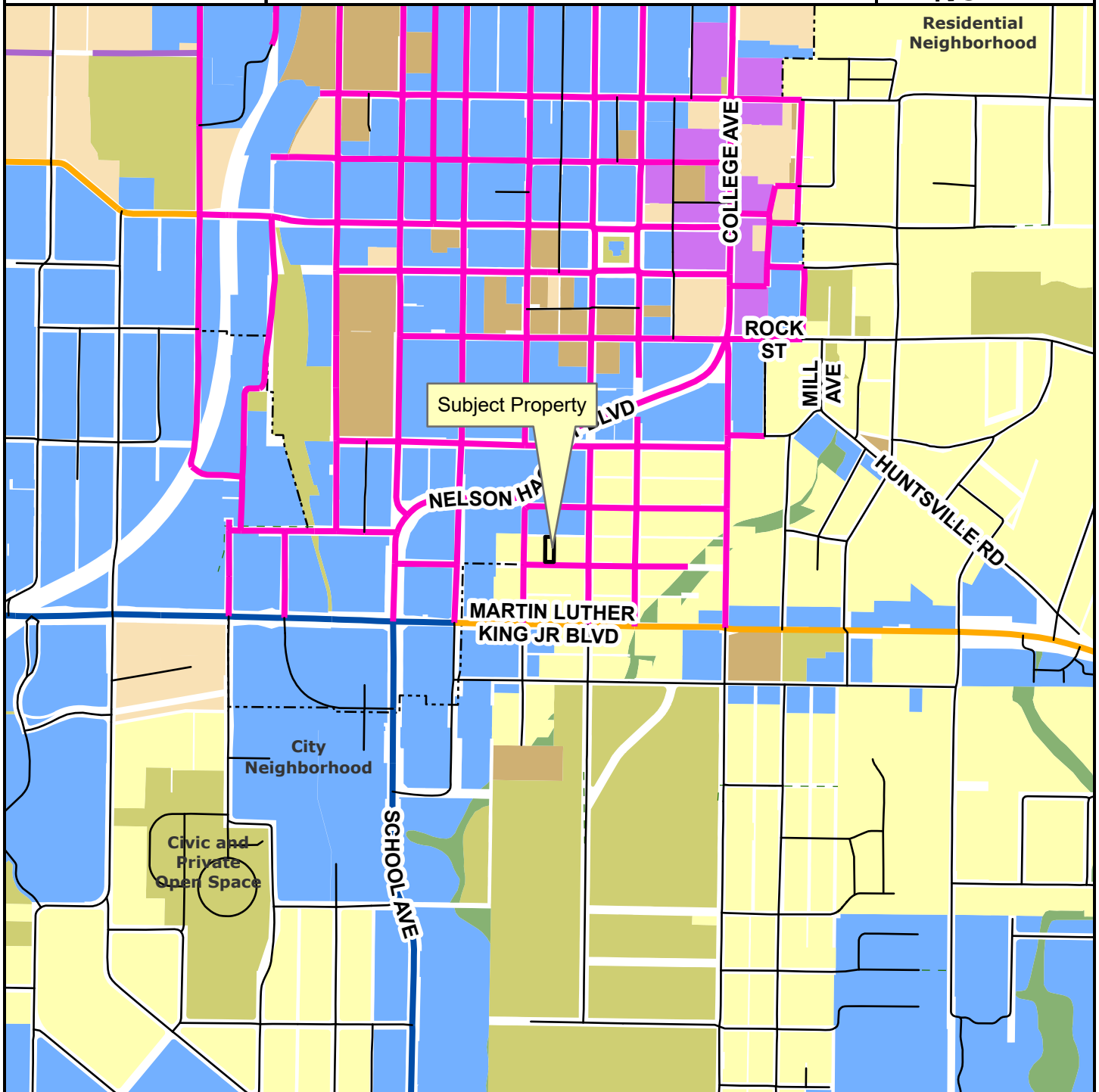
- 100-Year Floodplain
- Floodway

RZN-2024-0061

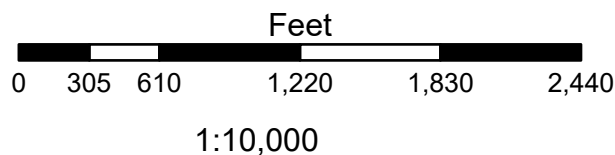
114 W. 5TH ST



Future Land Use



- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2024-0062: Rezoning (2691 E. HUNTSVILLE RD./ NWA PROPERTY HOLDINGS, LLC, 566): Submitted by SILVER LINING CLINIC LLC for property located at 2691 E. HUNTSVILLE RD in WARD 1. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.90 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.**

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 southeast Fayetteville on E. Huntsville Road, approximately 300 feet west of the intersection with S. Stone Bridge Road. The property contains approximately 0.9 acres and is developed with a single-family dwelling that County records indicate was constructed in 1945.

Request: The request is to rezone the subject property from R-A, Residential-Agriculture to NS-G, Neighborhood Services - General.

Public Comment: To date, staff have received no public comment.

Land Use Compatibility: Staff finds the proposed rezoning from R-A to NS-G be compatible with the surrounding area. The subject property is proximate to properties with a variety of zoning entitlements, with allowances ranging from small-scale mixed-use to intense commercial, and large lot single-family to 4-family dwellings. A rezoning to NS-G would allow for the by-right development of both residential and commercial developments with some stipulations. R-A and NS-G have significantly different bulk and area requirements. Lot width minimum in R-A is 200 feet; but in NS-G it is 35 feet for all dwellings and none for all other uses. R-A has a minimum lot area requirement of 2 acres; but in NS-G it is 4,000 square feet for residential use, 3,000 square feet per dwelling unit, and none for all other uses. Ultimately, staff finds the requested rezoning to be compatible with the general development trajectory of surrounding land uses and provides opportunities for increased housing and potentially commercial 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 NS-G could allow for the creation, or maintenance, of both commercial and residential properties with reduced lot sizes and

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

offer some flexibility in housing and commercial types. The allowed uses in NS-G promotes neighborhood development with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. Staff finds that the requested rezoning could allow for the creation of convenience goods and services and housing which will assist with the City Goals 1: We Will Make Compact, Complete, and Connected Development the Standard, and 6: We Will Create Opportunities for Attainable Housing by allowing by right development of additional housing options (single-, two-, three-, and four-family dwellings and cluster housing development).

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of 5 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 3, 1050 S. Happy Hollow Road.)
- Near Sewer Main (8-inch main, west of property)
- Near Water Main (12-inch main, north of property)
- Near ORT Bus Stop (Huntsville & Crossover)
- Appropriate Land Use (City Neighborhood Area)

DISCUSSION:

At the January 13, 2025 Planning Commission meeting, a motion to forward with a recommendation of approval passed with a unanimous vote of 7-0-0. Commissioner Werner made the motion and Commissioner Garlock provided the second. Commissioners did not have any comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Staff 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 #: 2025-92

RZN-2024-0062: Rezoning (2691 E. HUNTSVILLE RD./ NWA PROPERTY HOLDINGS, LLC, 566): Submitted by SILVER LINING CLINIC LLC for property located at 2691 E. HUNTSVILLE RD in WARD 1. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.90 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-62 FOR APPROXIMATELY 0.90 ACRES LOCATED AT 2691 EAST HUNTSVILLE ROAD IN WARD 1 FROM R-A, RESIDENTIAL-AGRICULTURAL TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

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 R-A, Residential-Agricultural to NS-G, Neighborhood Services-General

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

2025-92

Item ID

2/4/2025

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

Jonathan Curth

1/17/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0062: Rezoning (2691 E. HUNTSVILLE RD./ NWA PROPERTY HOLDINGS, LLC, 566): Submitted by SILVER LINING CLINIC LLC for property located at 2691 E. HUNTSVILLE RD in WARD 1. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.90 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

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: _____

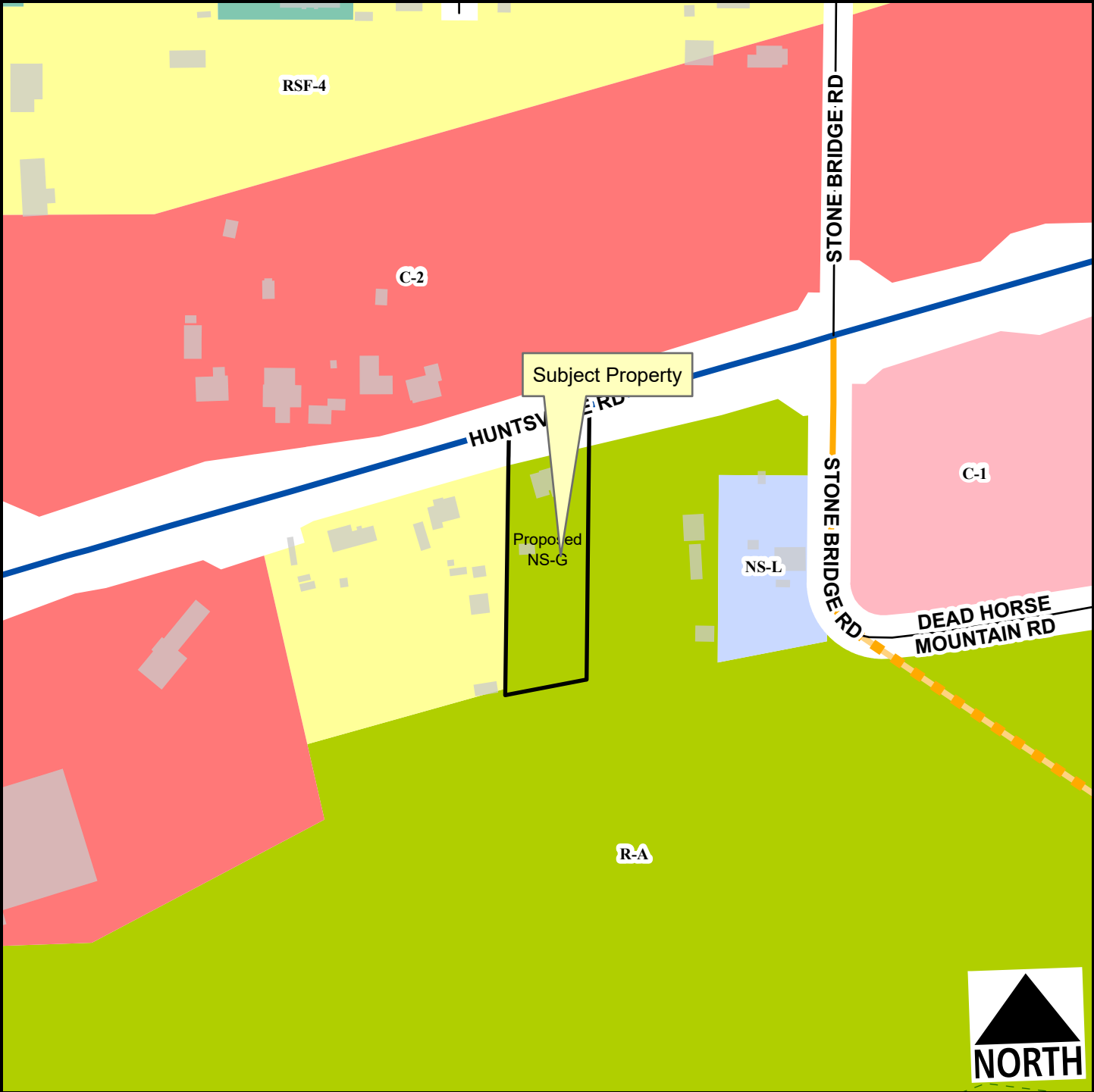
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Neighborhood Link Regional Link - High Activity Residential Link Planned Neighborhood Link Trail (Proposed) Planning Area Fayetteville City Limits	Feet 075150300450600 1:2,400	Zone Current Proposed NS-G 0.0 1.0 R-A 0.8 0.0 Total 1.0 ac
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Exhibit A

Part of Lot Thirty-six (36) of the plat of W.E. Anderson Farm, Washington County, Arkansas, and being more particularly described as beginning at the Southeast corner of said Lot Thirty-six (36), thence running North 383 feet to the center of State Highway No. 16, thence West with the center of said Highway 115 feet, thence South to the South line of said Lot Thirty-six (36), thence North 78 degrees East to the point of beginning, being a part of the Northeast Quarter of the Northeast Quarter of Section Twenty-three (23), Township Sixteen (16) North, Range Thirty (30) West of the Fifth Principal Meridian.

LESS AND EXCEPT: Part of Tract 36 of W.E. Anderson Subdivision being in the Northeast Quarter of the Northeast Quarter of Section 23, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at a ½ inch rebar being used as the Section Corner of Section's 13, 14, 23 and 24; thence South 02°48'37" West along the East line of the Northeast Quarter of the Northeast Quarter of Section 23, a distance of 134.59 feet to a point; thence South 75°57'31" West a distance of 21.18 feet to a point on the Southerly right of way line of State Highway 16 as established by AHTD Job 9424; thence continue South 75°57'31" West along said right of way line a distance of 323.20 feet to a point on the East line of Tract 36 of W.E. Anderson Subdivision to the POINT OF BEGINNING; thence South 02°34'28" West along said East line a distance of 16.37 feet to a point on the Southerly right of way line of State Highway 16 as established by AHTD Job 040578; South 78°37'13" West along said right of way line a distance of 118.62 feet to a point; thence North 03°26'01" East a distance of 10.67 feet to a point on the Southerly right of way line of State Highway 16 as established by AHTD Job 9424; thence North 75°57'31" East along said right of way line a distance of 119.97 feet to the point of beginning and containing 0.04 acres or 1.553 square feet more or less as shown on plans prepared by the AHTD referenced as Job 040578.

The above description now more accurately described on a survey dated November 22, 2024, by Satterfield Land Surveyors, P.A., job number 49,365, as follows:

Part of Tract 36 of the WE Anderson Farm Plat being a part of the Northeast quarter of the Northeast Quarter, Section 23, Township 16 North, Range 30 West, Washington County, Arkansas being more particularly described as follows: Beginning at an existing rebar marking the Southeast Corner of said Tract 36, thence along the South line of said Tract 36, South 81 degrees 08 minutes 50 seconds West, 113.65 feet; thence leaving said South line, North 02 degrees 47 minutes 07 seconds East, 375.49 feet to a point in the centerline of Arkansas State Highway 16; thence along said centerline North 76 degrees 03 minutes 42 seconds East, 115.00 feet to a point on the East line of Tract 36; thence leaving said centerline and along said East line, South 02 degrees 36 minutes 37 seconds West, 385.66 feet to the Point of Beginning, containing 0.97 acres and subject to Highway Rights of Way and any Easements of Record.

SUBJECT to all easements, rights-of-way, protective covenants and oil, gas and mineral reservations of record.

12/2/2024


Prepared under the supervision of:
Brian Blackman, PLC
1450 E. Zion Road Suite 7
Fayetteville, AR 72703



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Wesley Frank, Planner

MEETING DATE: January 13, 2025 **Updated with results from the January 13, 2025 PC Meeting**

SUBJECT: **RZN-2024-0062: Rezoning (2691 E. HUNTSVILLE RD./ NWA PROPERTY HOLDINGS, LLC, 566):** Submitted by SILVER LINING CLINIC LLC for property located at 2691 E. HUNTSVILLE RD. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 0.90 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.

RECOMMENDATION:

Staff recommend forwarding **RZN-2024-0062** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0062** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in southeast Fayetteville on E. Huntsville Road, approximately 300 feet west of the intersection with S. Stone Bridge Road. The property contains approximately 0.9 acres and is developed with a single-family dwelling that County records indicate was constructed in 1945. The property is zoned R-A, Residential-Agriculture. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped/Agricultural	C-2, Thoroughfare Commercial
South	Undeveloped (Conservation)	R-A, Residential-Agriculture
East	Agricultural	R-A, Residential-Agriculture
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from R-A, Residential-Agriculture to NS-G, Neighborhood Services - General.

Public Comment: To date, staff have received no public comment.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** This property has frontage to East Huntsville Road (Arkansas Highway 16), a regional high-activity link; with asphalt paving, on-street bike lanes, curb and gutter, greenspace, and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the subject property. There is an existing 12-inch watermain along the north side of East Huntsville Road that can serve this property.
- Sewer:** Sanitary Sewer is available to the subject property. There is an existing 8-inch sanitary sewer main present along the west side of this property.
- Drainage:** No protected streams, FEMA Floodplain or hydric soils are identified on the subject property. No portion of the subject property lies within the Hillside/Hilltop Overlay District.
- Fire:** Station 3, located at 1050 S. Happy Hollow Road, protects this site. The property is located approximately 0.8 miles from the fire station with an anticipated drive time of approximately 3.0 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 R-A, Residential - Agriculture, requires **25% minimum canopy preservation**. The proposed zoning district of NS-G, Neighborhood Services - General, 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. 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.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of 5 for this site with a weighted score of 6. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 3, 1050 S. Happy Hollow Road.)
- Near Sewer Main (8-inch main, west of property)
- Near Water Main (12-inch main, north of property)

- Near ORT Bus Stop (Huntsville & Crossover)
- Appropriate Land Use (City Neighborhood Area)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed rezoning from R-A to NS-G be compatible with the surrounding area. The subject property is proximate to a property zoned Neighborhood Services across E Huntsville Road to the east. A rezoning to NS-G would allow for the by-right development of both residential and commercial developments with some stipulations. R-A and NS-G have significantly different bulk and area requirements. Lot width minimum in R-A is 200 feet; but in NS-G it is 35 feet for all dwellings and none for all other uses. R-A has a minimum lot area requirement of 2 acres; but in NS-G it is 4,000 square feet for residential use, 3,000 square feet per dwelling unit, and none for all other uses. Staff finds the requested rezoning to be compatible with surrounding land uses and provides opportunities for increased housing and potentially commercial 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 NS-G could allow for the creation, or maintenance, of both commercial and residential properties with reduced lot sizes and offer some flexibility in housing and commercial types. The allowed uses in NS-G promotes neighborhood development with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. Staff finds that the requested rezoning could allow for the creation of convenience goods and services and housing which will assist with the City Goals 1: We Will Make Compact, Complete, and Connected Development the Standard, and 6: We Will Create Opportunities for Attainable Housing by allowing by right development of additional housing options (single-, two-, three-, and four-family dwellings and cluster housing development).

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 R-A to NS-G 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 R-A to NS-G 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 E. Huntsville Road. However, 166.08(F)(2)(a) does states that “curb cuts along regional links shall be shared between two (2) or more lots. Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.” 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 or commercial 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-2024-0062 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 13, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Werner			
Second: Garlock			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code

- §161.03 District R-A, Residential-Agricultural
 - §161.19 NS-G, Neighborhood Services – General
- Applicant Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half ($\frac{1}{2}$)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
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 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit

All other uses	None
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(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

12/2/2024

Property to be Re-Zoned: 2691 E. Huntsville Road, Fayetteville, AR 72701, owned by NWA Property Holdings LLC.

This property is currently zone RA (Residential agriculture) as the neighboring properties are as well. The property is in Anderson Farm Plat Subdivision. The property is 1.00 Acres in size with a 3 BR Home on the property, and it is not located in a Special Flood Hazard Area Floodplain.

We would like to rezone the property to NS-G (Neighborhood Services General). This is to allow use of the home for the current business owned by Natalie Krodel, APRN to use as a Health Spa/Clinic. The parking is at the rear of the building and there will no change to the current established driveway on the left side of the structure.

The hours of operation will be Monday thru Friday 9-5 pm and some Saturdays 9-12 pm as needed by demand of the business. The business has 2 full-time employees the owner and 1 other person.

No other changes to the property will be necessary. The business will not interfere with any current residents nor flow of traffic.

Very Respectfully,

Benjamin Dykes, Ret. USN

Property Owner

A handwritten signature in blue ink, appearing to be 'B. Dykes', with a large, stylized loop at the end.

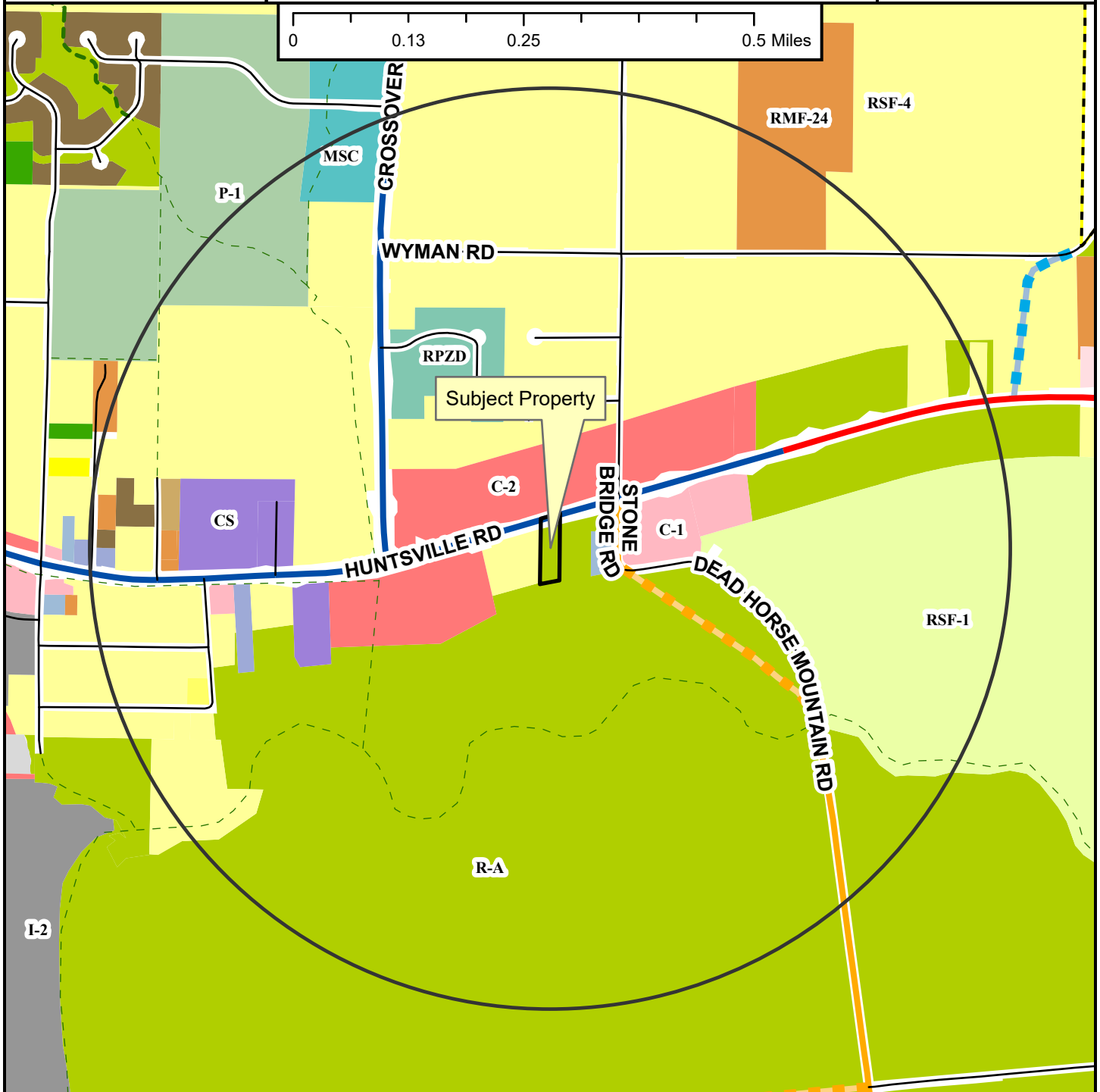
RZN-2024-0062

2691 E. HUNTSVILLE RD

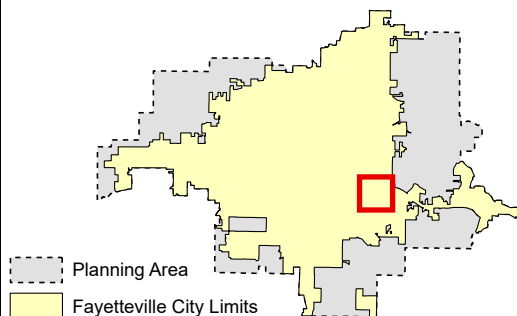
One Mile View



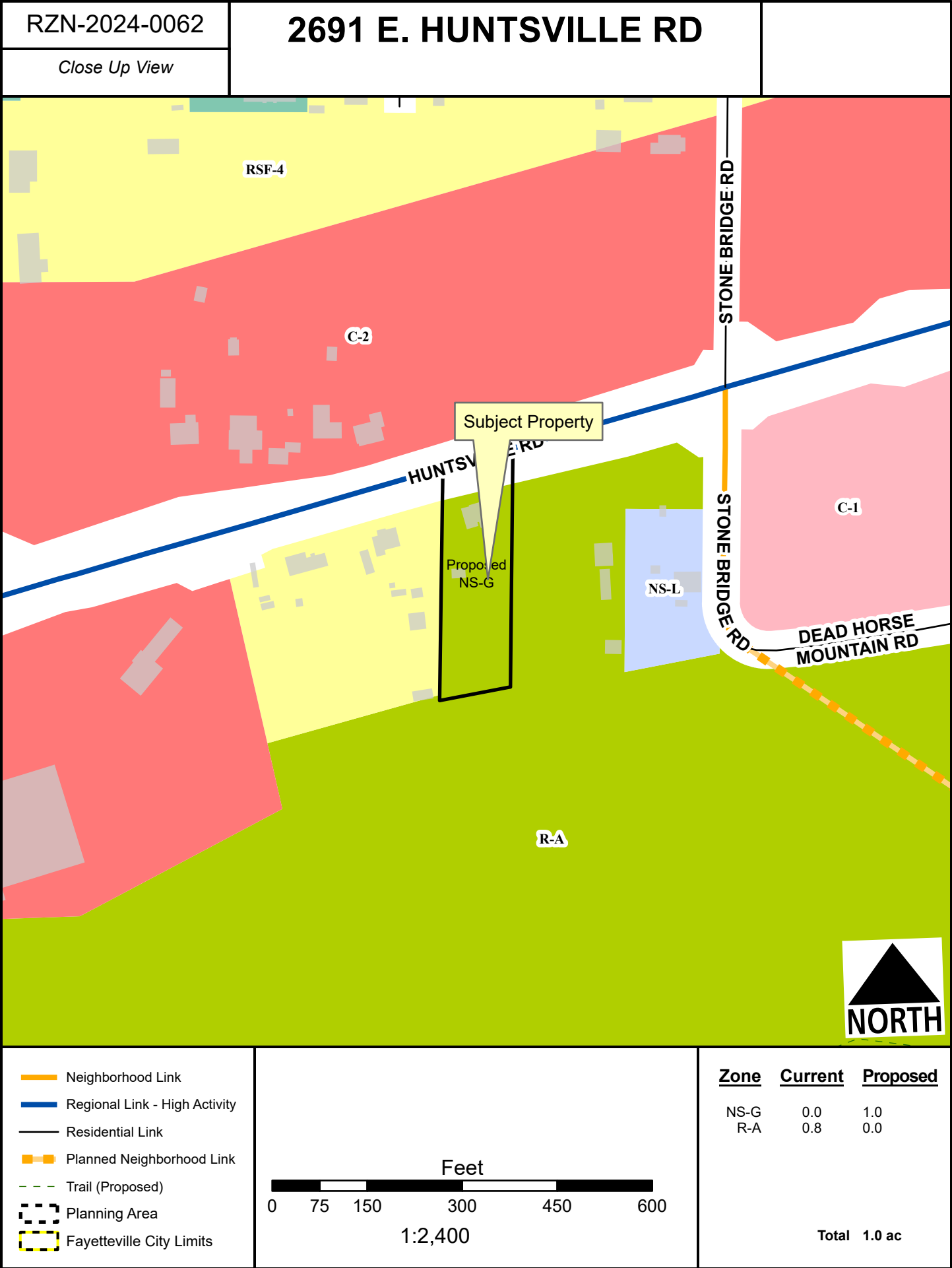
0 0.13 0.25 0.5 Miles



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - NS-G
 - RI-U
 - RI-12
 - NS-L
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
 - RESIDENTIAL MULTI-FAMILY**
 - RMF-6
 - RMF-12
 - RMF-13
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
 - INSTITUTIONAL
 - P-1



Neighborhood Link

Regional Link - High Activity

Residential Link

Planned Neighborhood Link

Trail (Proposed)

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

NORTH

RZN-2024-0062

2691 E. HUNTSVILLE RD

Current Land Use



- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



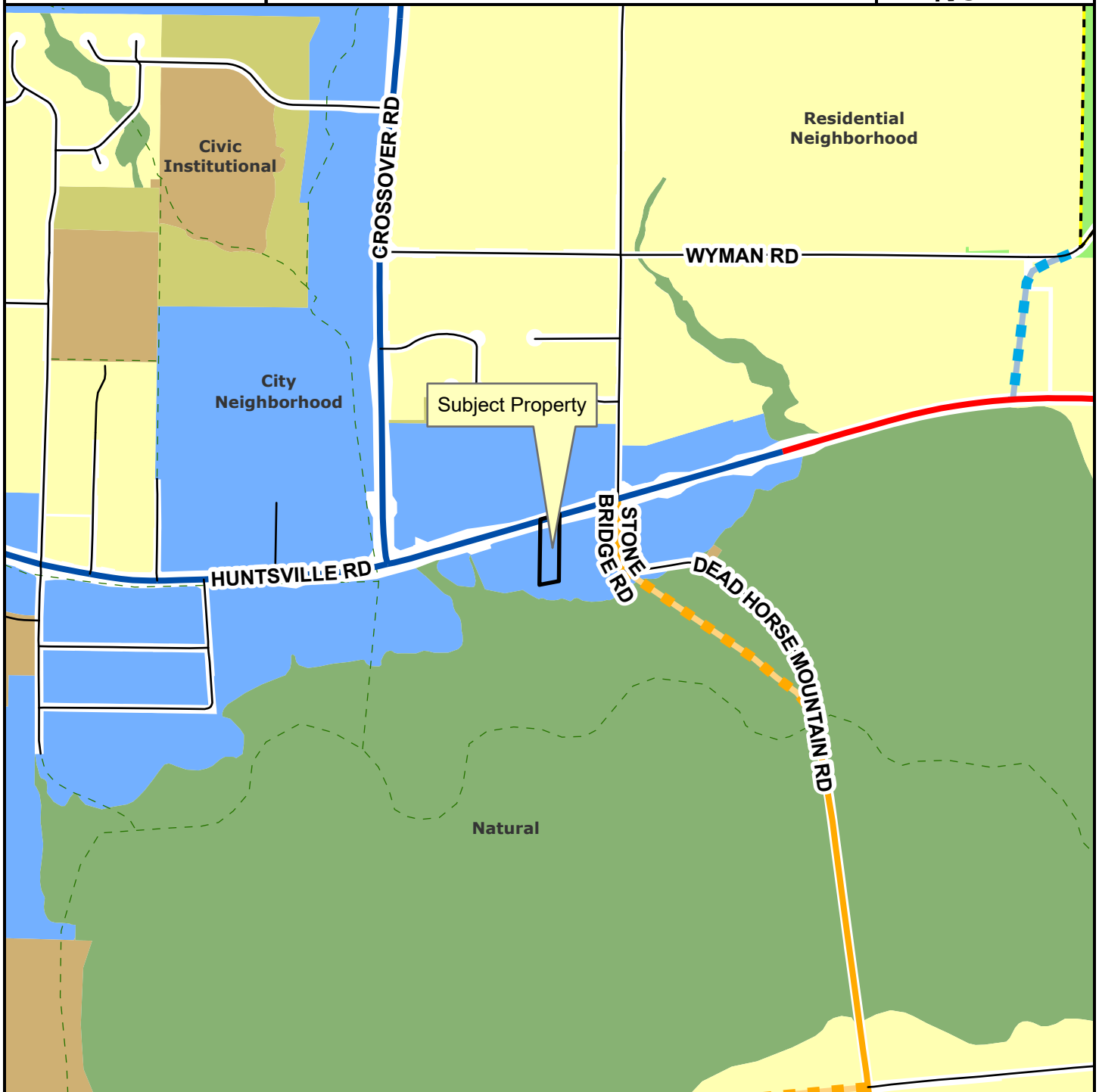
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

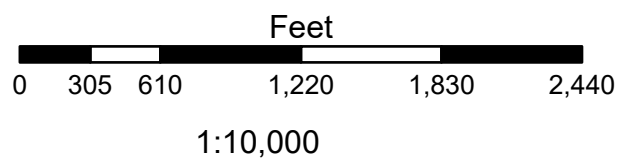
RZN-2024-0062

2691 E. HUNTSVILLE RD

Future Land Use



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

SUBJECT: **RZN-2024-0063: Rezoning (245 S. HAPPY HOLLOW RD/CRIST, 526): Submitted by HOPE CONSULTING for property located at 245 S. HAPPY HOLLOW RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.47 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT 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 located in east Fayetteville, approximately 1/8 of a mile south of Mount Sequoyah Woods on S. Happy Hollow Rd. The property contains one parcel totaling 2.47 acres, which contains a 1,497-square-foot single-family dwelling constructed in 1951. No hydric soils, protected streams, or FEMA-designated floodplain are present on site, and the property is not part of any master plan area. The property is partially encumbered by the Hillside-Hilltop Overlay District.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units Per Acre To RSF-8, Residential Single-Family, Eight Units Per Acre.

Public Comment: One member of the public emailed in opposition to the proposed rezoning, citing negative impact to the environment, steep and irregular topography, hydrologic features, and existing canopy.

Land Use Compatibility: Staff finds that the requested rezoning is compatible with surrounding land uses. While immediately surrounded by RSF-4 on three sides, the property is less than 200 feet from both the Paddock Rd neighborhood (NC and RSF-8) and the Cliffside neighborhood aka Timber Trails (R-A, Residential Agricultural and RI-U, Residential-Intermediate Urban). The property is also less than 800 linear feet from Happy Hollow Elementary School. RSF-8 would decrease lot widths from 70 feet to 50 feet for single-family dwellings and would also decrease lot area maximums from 8,000 square feet to 5,000 square feet. Permitted uses are identical. Staff finds that the proposed rezoning is a modest increase in density and that this increase is in line with both the existing developments and the presence of the school.

Land Use Plan Analysis: Staff finds that a rezoning to RSF-8 for the subject property would be consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates the property as

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Residential Neighborhood. These areas are intended to support a wide variety of housing types in walkable urban neighborhoods. Additionally, these areas are intended to be primarily residential in proximity with low-intensity commercial uses on corners and connecting corridors. A rezoning to RSF-8 would align with City Plan 2040 goals 1 (infill), 2 (discourage suburban sprawl), 3 (compact, complete, and connected development), 4 (livable transportation network) and 6 (opportunities for attainable housing) by placing additional housing at a moderately more dense increment, within walking distance of an existing school, as well as parks and trails. Additionally, the property has an infill score of 4-7 which indicates that it is a suitable location for an increased scale of development.

City Plan 2040's Infill Matrix indicates a score of **4-7** for this site. The following elements of the matrix contribute to the score:

1. Adequate Fire Response (Station 3, located at 1050 S. Happy Hollow Rd.)
2. Near Sewer Main (8-inch main in S. Happy Hollow Rd.)
3. Near Water Main (2.25-inch main in S. Happy Hollow Rd.)
4. Near Public School (Happy Hollow Elementary)
5. Near City Park (Mount Sequoyah Woods)
6. Near Paved Trail (The Cliffs Trail)
7. Near ORT Bus Stop (Happy Hollow & 4th St, Stop 19698)

DISCUSSION:

At the January 13, 2025 Planning Commission meeting, a vote of 6-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Garlock voted against the rezoning, citing the low infill score. Two members of the public spoke in opposition to the request, citing concerns with environmental impacts, construction, and increased traffic.

BUDGET/STAFF IMPACT:

NA

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 #: 2025-87

RZN-2024-0063: Rezoning (245 S. HAPPY HOLLOW RD/CRIST, 526): Submitted by HOPE CONSULTING for property located at 245 S. HAPPY HOLLOW RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.47 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2024-63 FOR APPROXIMATELY 2.47 ACRES LOCATED AT 245 SOUTH HAPPY HOLLOW ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT 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 RSF-8, Residential Single-Family, Eight 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

2025-87

Item ID

2/4/2025

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

Jonathan Curth

1/17/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2024-0063: Rezoning (245 S. HAPPY HOLLOW RD/CRIST, 526): Submitted by HOPE CONSULTING for property located at 245 S. HAPPY HOLLOW RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.47 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT 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:

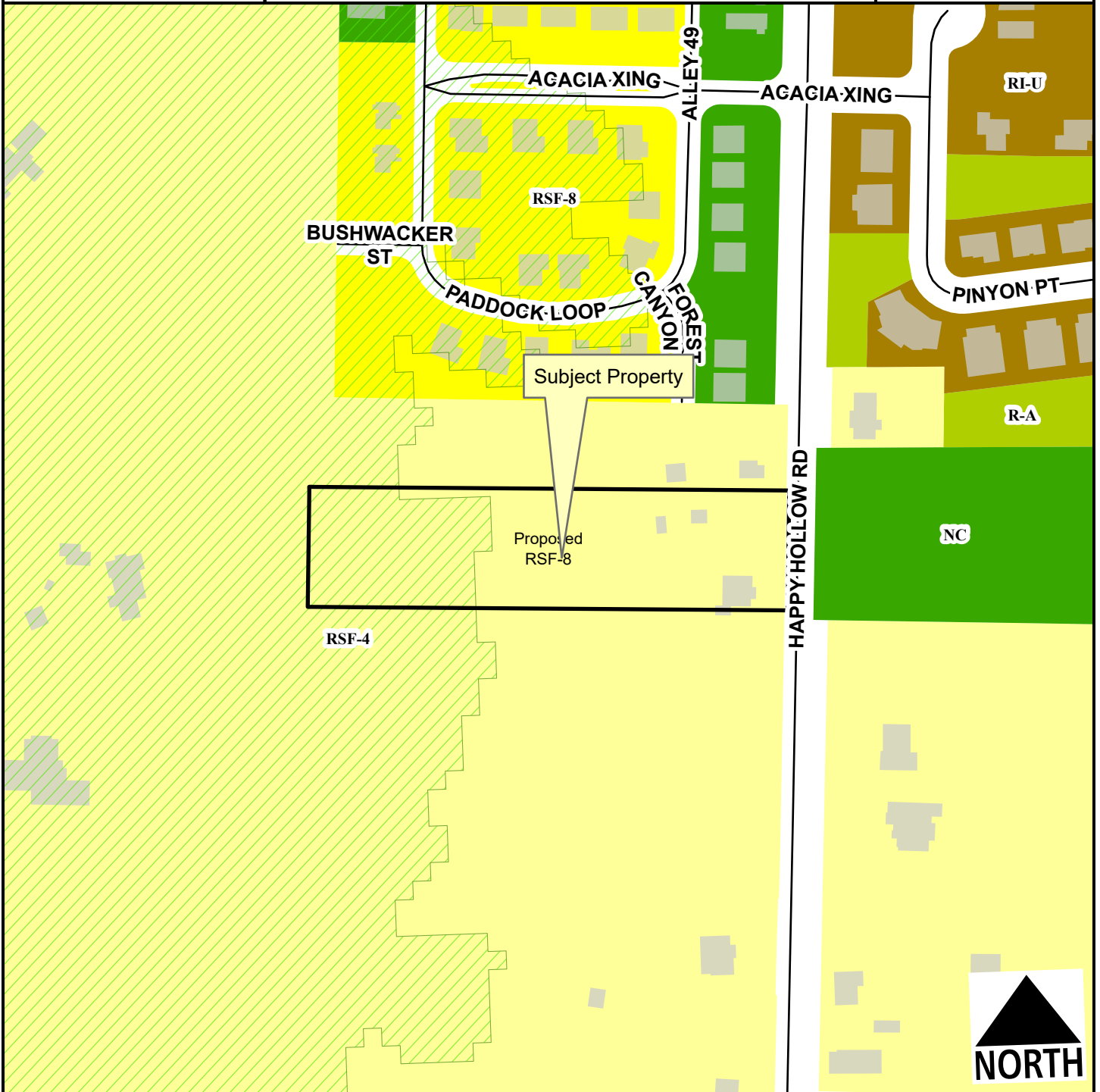
Comments:

RZN-2024-0063

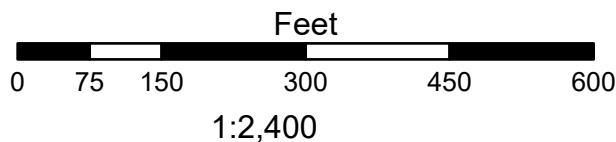
245 S. HAPPY HOLLOW RD

Exhibit 'A'
RZN-2024-0063

Close Up View



- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
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RSF-4	2.5	0.0
RSF-8	0.0	2.5

Total 2.5 ac

Exhibit 'B'
RZN-2024-0063

LEGAL DESCRIPTION (PARCEL NO. 765-14310-000)

WASHINGTON COUNTY INSTRUMENT 2024-09533

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS 811.3 FEET SOUTH OF THE NORTHEAST CORNER OF SAID 40 ACRE TRACT AND RUNNING THENCE S89°39'W ALONG AN EXISTING FENCE 660 FEET; THENCE SOUTH 165 FEET; THENCE N89°39'E ALONG AN EXISTING FENCE 660 FEET; THENCE NORTH 165 FEET TO THE POINT OF BEGINNING, CONTAINING 2.50 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT-OF-WAY OF A ROAD ACROSS THE EAST END THEREOF.

LESS & EXCEPT:

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT COMMENCING AT THE NE CORNER OF THE NW, SW OF SECTION 14, THENCE S02°52'34"W 816.17 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY OF S. HAPPY HOLLOW ROAD; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY TO THE SOUTH LINE OF PARCEL NO. 765-14310-000; THENCE N85°44'52"W 5.72 FEET; THENCE NORTHERLY TO THE NORTH LINE OF SAID PARCEL NO. 765-14310-000; THENCE S87°11'12"E 8.08 FEET TO THE POINT OF BEGINNING. AS SHOWN IN WARRANTY DEED FILED SEPTEMBER 7, 2020 IN/AS DOCUMENT 2023-23516.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: January 13, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2024-0063: Rezoning (245 S. HAPPY HOLLOW RD/CRIST, 526):**
Submitted by HOPE CONSULTING for property located at 245 S. HAPPY HOLLOW RD. The property is zoned RSF—4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 2.47 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2024-0063** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2024-0063** to the City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located in east Fayetteville, approximately 1/8 of a mile south of Mount Sequoyah Woods on S. Happy Hollow Rd. The property contains one parcel totaling 2.47 acres, which contains a 1,497-square-foot single-family dwelling constructed in 1951. No hydric soils, protected streams, or FEMA-designated floodplain are present on site, and the property is not part of any master plan area. The property is partially encumbered by the Hillside-Hilltop Overlay District. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, Four Units Per Acre
South	Undeveloped	RSF-4, Residential Single-Family, Four Units Per Acre
East	Undeveloped	NC, Neighborhood Conservation
West	Single-Family Residential	RSF-4, Residential Single-Family, Four Units Per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four Units Per Acre To RSF-8, Residential Single-Family, Eight Units Per Acre.

Public Comment: Staff has not received any public comment on this item.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: This property has frontage to S. Happy Hollow Rd., an improved residential link with asphalt paving, curb and gutter, storm drain, greenspace, and sidewalk. Any street or drainage improvements required in these areas will be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 2.25-inch water main present along S. Happy Hollow Rd, which is currently being upgraded to an 8-inch line as part of a subdivision being built along the east side of the street. This property will have access to that water main once it is accepted by the city.

Sewer: Sanitary Sewer is not available to the subject property. It shall be the responsibility of the developer to extend a gravity sanitary sewer main to this property at the time of development. The nearest public sanitary sewer main is available approximately 130 linear feet south of this property along the east side of S. Happy Hollow Rd.

Drainage: No protected streams, FEMA Floodplain, or hydric soils are identified on the subject property. The western half of the subject property lies within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 0.6 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 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 proposed zoning district, RSF-8, Residential Single-Family, Eight Units Per Acre, requires **20% minimum canopy preservation**. The current zoning district, RSF-4, Residential Single-Family, Four Units Per Acre, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4-7** for this site with a weighted score of 7 at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 3, located at 1050 S. Happy Hollow Rd.)
- Near Sewer Main (8-inch main in S. Happy Hollow Rd.)
- Near Water Main (2.25-inch main in S. Happy Hollow Rd.)
- Near Public School (Happy Hollow Elementary)
- Near City Park (Mount Sequoyah Woods)
- Near Paved Trail (The Cliffs Trail)
- Near ORT Bus Stop (Happy Hollow & 4th St, Stop 19698)

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 that the requested rezoning is compatible with surrounding land uses. The subject property is located in east Fayetteville, approximately 1/8 of a mile south of Mount Sequoyah Woods on S. Happy Hollow Rd. While immediately surrounded by RSF-4 on three sides, the property is less than 200 feet from both the Paddock Rd neighborhood (NC and RSF-8) and the Cliffside neighborhood aka Timber Trails (R-A, Residential Agricultural and RI-U, Residential-Intermediate Urban). The property is also less than 800 feet from the Happy Hollow Elementary School. RSF-8 would decrease lot widths from 70 feet to 50 feet for single-family dwellings and would also decrease lot area maximums from 8,000 square feet to 5,000 square feet. Permitted uses are identical. Staff finds that the proposed rezoning is a modest increase in density and that this increase is in line with both the existing developments and the presence of the school.

Land Use Plan Analysis: Staff finds that a rezoning to RSF-8 for the subject property would be consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates the property as Residential Neighborhood. These areas are intended to support a wide variety of housing types in walkable urban neighborhoods. These areas are intended to be primarily residential in neighborhood with low-intensity commercial uses on corners and connecting corridors. A rezoning to RSF-8 would align with City Plan 2040 goals 1 (infill), 2 (discourage suburban sprawl), 3 (compact, complete, and connected development), 4 (livable transportation network) and 6 (opportunities for attainable housing) by placing additional housing within walking distance of an existing school, as well as parks and trails. Additionally, the property has a moderate infill score of 4-7 which indicates that it is a suitable location for an increased scale of development.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed zoning is justified since the RSF-8 district would allow incremental development in close proximity to an existing

school. Staff also finds the rezoning to be aligned with existing zoning and development patterns in the area and consistent with the city's future land use plans.

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 RSF-8 has the potential to moderately increase vehicular traffic in the area when considering that the property is 2.47 acres in size. From a density perspective, the maximum number of dwelling units would increase from 9 units to 19 units with the proposed rezoning. However, staff finds the total number of units would also be limited by other factors such as drainage, tree preservation, landscaping, and parking requirements, as well as the need for access and utilities. Between 2017 and 2021, no traffic crashes were reported adjacent to the subject property.

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 slightly alter the population density since it would allow for more intense 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 recommends forwarding RZN-2024-0063 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 13, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: GULLEY	MOTION TO FORWARD TO CITY COUNCIL WITH A RECOMMENDATION OF APPROVAL		
Second: PAYNE			
Vote: 6-1-0 (GARLOCK OPPOSED)			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - §161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

Public Comment Received After Packet Creation

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
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(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710, §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(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.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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December 20, 2024

City of Fayetteville – Development Services
125 West Mountain Street
Fayetteville, AR 72701

245 South Happy Hollow Road (Parcel No. 765-14310-000) Rezone Narrative Letter

Dear Planning Staff,

Please let this letter serve as a narrative for the submission of 245 South Happy Hollow Road Rezoning request. The property is currently zone RSF-4, Residential Single Family – Four Units per Acre, and consists of 2.47 Acres. Along with the current zoning, the subject property has portions of the land within the Enduring Green Network, and Hillside/Hilltop Overlay District. The natural topography of the site slopes east across the property to a natural drainage swale that runs from north to south.

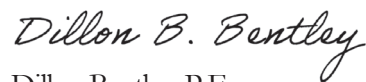
We are seeking to rezone this property from its current RSF-4, Residential Single Family – Four Units per Acre, to RSF-8, Residential Single Family – Eight Units per Acre. The proposed rezoning of RSF-8 would not unreasonably adversely impact the neighboring properties or conflict with the surrounding land uses. This is because RSF-8 is consistent and compatible with the current surrounding land use of the neighboring properties. The Pine Hollow Subdivision to the East, currently under construction, is zoned NC – Neighborhood Conservation, which has a density of Ten Units per Acre. The subdivision to the North of the property is zoned both NC-Neighborhood Conservation and RSF-8 – Residential Single Family – Eight Units per Acre. Rezoning the property to RSF-8 is consistent and compatible with the current land uses of these neighboring subdivisions that have equal or higher density than RSF-8. Additionally, rezoning the property to RSF-8 is also consistent and compatible with the zoning of the properties to the west and south, which are RSF-4, because RSF-8 and RSF-4 are both within the single-family residential classification. The requested rezoning will not change the residential nature of the area.

Given that two of the neighboring properties are subdivisions with equal to or higher density to RSF-8, rezoning the property to RSF-8 is not in conflict with the surrounding land use. The rezoning also would not unreasonably impact any of the neighboring properties since the RSF-8 does not change the single-family residential classification. The single-family residential land use of this overall area will be maintained.

For the reasons stated herein, we request that the property be rezoned from RSF-4, Residential Single Family – Four Units per Acre to RSF-8, Residential Single Family – Eight Units per Acre.

Please feel free to contact me if you have any questions or concerns with this rezone request.

Sincerely,



Dillon Bentley, P.E.
NWA Lead Engineer
Hope Consulting

Wonsower, Donna

From: Andrew Brill <andrew_brill@yahoo.com>
Sent: Monday, January 13, 2025 8:00 PM
To: Wonsower, Donna
Subject: Re: 245 S. Happy Hollow Rd.

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Thank you, Ms. Wonsower. I went for an hour tonight but things were moving slow and I haven't received the zoom link so may be unable to join that way as well. The point I was planning to convey was this:

While I am in favor figuring out ways to provide walkable housing for happy hollow school, ultimately I am urging caution rather than quick approval.

In the narrative report provided by Hope Consulting, the basic argument was that the units on the north and the east are similar zoning and thereby, it should be approved. I would suggest rather that because the plots to the north and the east are similar zoning and thereby, the city has already significantly increased the vehicular traffic in this area already on what is only a two lane road and is adjacent to Mount Sequoyah woods. Furthermore, the second subdivision, which is the bigger of the two, has not been completed so there's no evidence on how that will affect things.

You're going from 1 current unit (though zoned for 9) to potentially 19. That's a substantial change on an area that is both a natural habitat and already undergoing substantial development so I would urge caution.

Thank you for your consideration,

Andrew Brill

On Jan 13, 2025, at 3:24 PM, Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:

Mr. Brill,

I am unable to edit the online packet prior to tonight's meeting but will forward your email to the commissioners for their consideration and will ensure it is added to the final packet. Thank you for your comment!

Best Regards,

Donna Wonsower, AICP

Planner, Development Services

479-575-8358

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

<image001.png>

<image002.png>

From: Andrew Brill <andrew_brill@yahoo.com>

Sent: Monday, January 13, 2025 3:19 PM

To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>

Subject: 245 S. Happy Hollow Rd.

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.

Ms. Wonsower-

I'm going to try and make it to the planning commission meeting tonight, but I'm trying to squeeze it in around my son's basketball game, so I may not be able to be there when the agenda item on 245 S. Happy Hollow Rd. is discussed.

I live at 299 S. Happy Hollow Rd., so my property borders the proposed rezoned land. I have concern around the proposed rezoning on two fronts: 1) The reduction of Mt. Sequoyah/Mt. Sequoyah adjacent natural land/tree coverage; 2) The increased traffic along Happy Hollow Rd.

In recent years, there has been a multi-housing development just north of the proposed development as well as on the opposite side of Happy Hollow (currently under construction). To add a third multi-property development on the street reduces significantly the natural landscape and increases significantly the number of people and cars in a predominately single-family home area.

To this end, I would urge the planning commission to move cautiously regarding this proposed rezoning. Thank you for your consideration,

Andrew Brill
andrew_brill@yahoo.com
479.871.1650



Outlook

245 Happy Hollow rd., Proposed density increase

From Thomas McGilvery <macmcgilvery66@gmail.com>**Date** Fri 1/10/2025 3:59 PM**To** Harrison, Gretchen <gharrison@fayetteville-ar.gov>

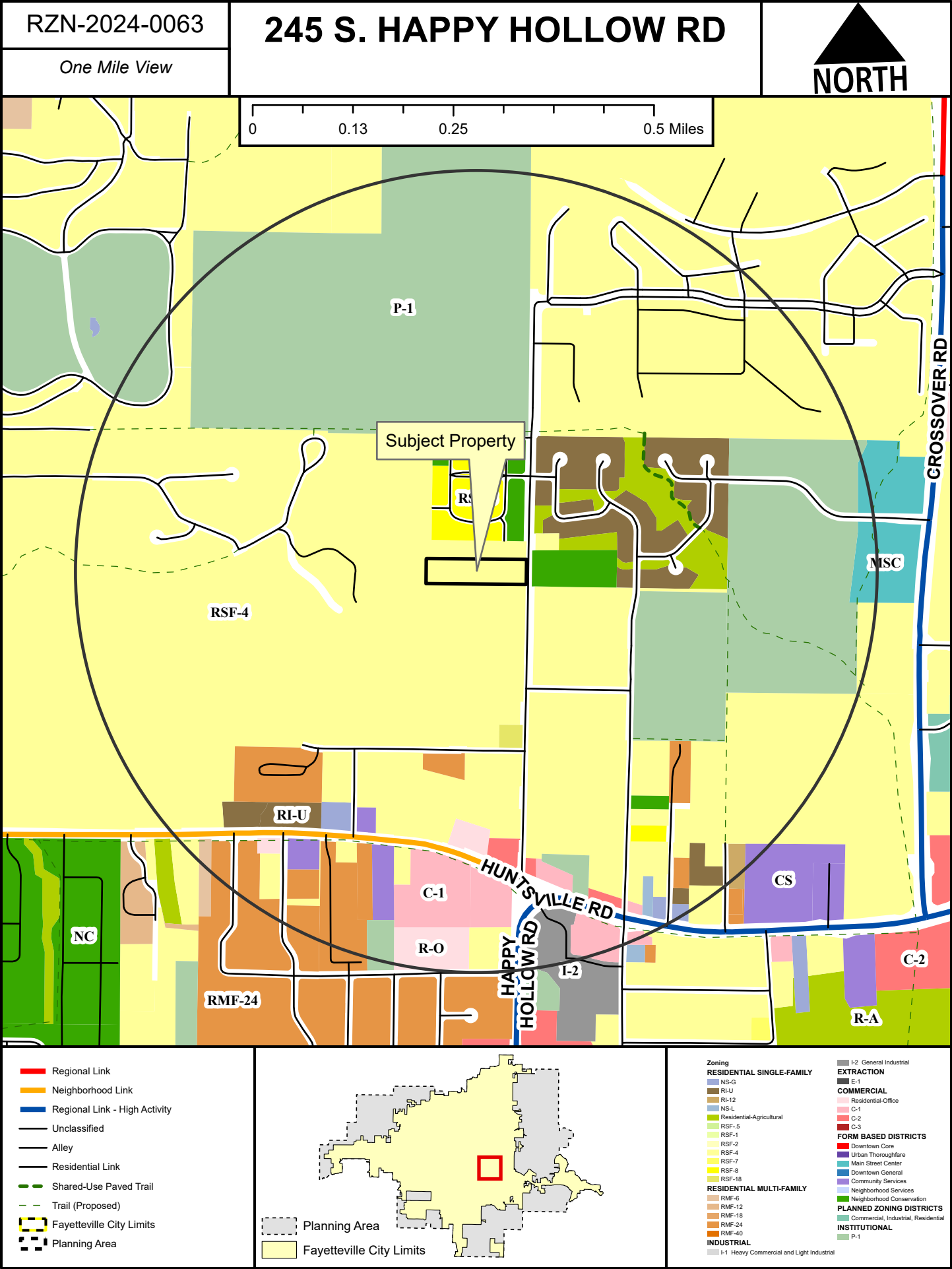
CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We would like to voice our concerns regarding the proposed increased density and development of the property at 245 South Happy Hollow rd, Fayetteville, AR 72701. We are T. A. (Mac) and Karen McGilvery and own the property immediately to the west of the property in question. Street address 1596 E. Tanager Ln.

We have several concerns with the development as proposed; 8 family units per acre on 2.47 acres. In our opinion, 16 to 20 units on this plot of land would be devastating to the natural habitat for several reasons. 1) the steep and irregular topography along the west end in particular. 2) There is a creek that is part of the "green space" preserved in the current development to the north that flows onto the proposed property. That development is along E Acacia Crossing and S. Paddock Loop roads. Shouldn't this green space be extended to accommodate the drainage? There is also a small pond in the west central part of the property 3) Significant regrading will be required, in particular along the steepest portion along the west end of the property. This will likely result in removal of a majority of the natural forest that includes red oak, post oak, hickory, and juniper trees. In our opinion the heavily wooded portion along the west 20-25% of the property should be preserved "as is" to provide wildlife habitat that ultimately connects to the Sequoya Preserve. Substantial development is already ongoing along the Happy Hollow street corridor which is certainly beneficial to the development of the City of Fayetteville. That said, can development of the property in question be restricted to the eastern half facing Happy Hollow in order to preserve tree canopy and natural habitat to the west?

We appreciate your consideration of our concerns. Thanks so much.

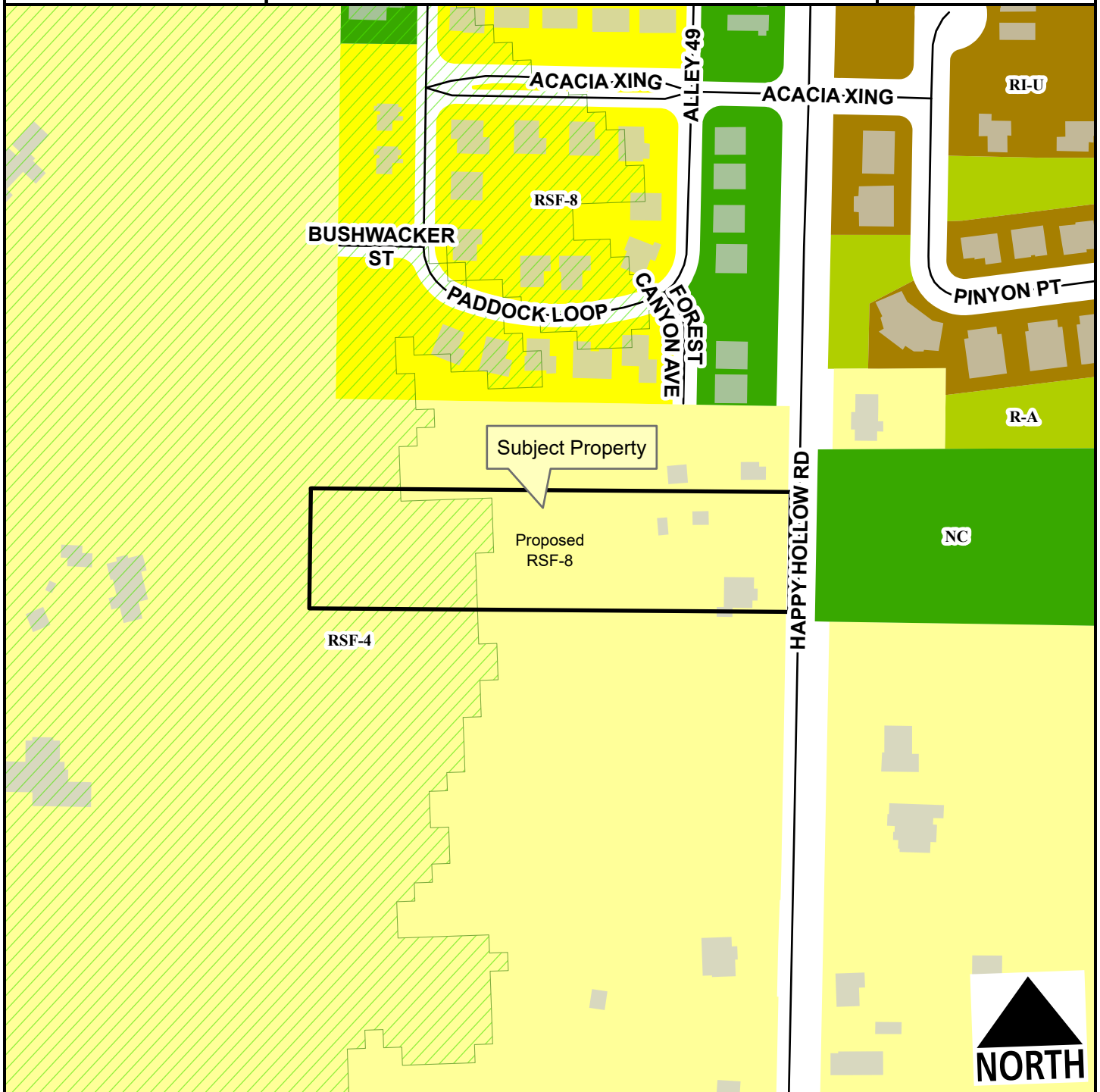
Mac and Karen McGilvery



RZN-2024-0063

245 S. HAPPY HOLLOW RD

Close Up View

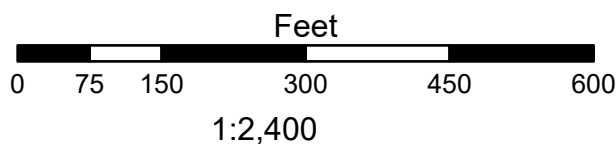


Zone	Current	Proposed
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RSF-4	2.5	0.0
RSF-8	0.0	2.5

Total 2.5 ac

- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits

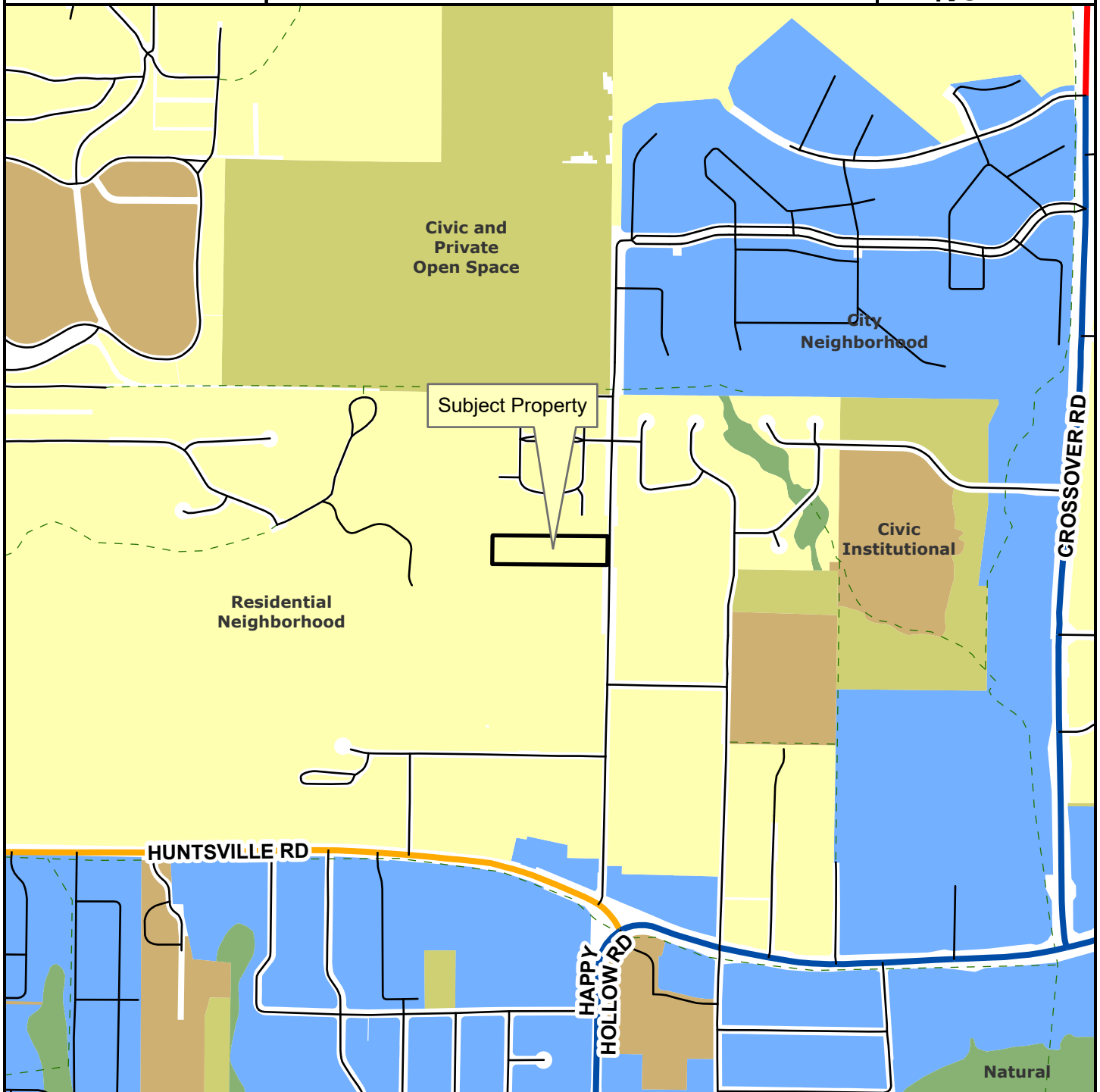




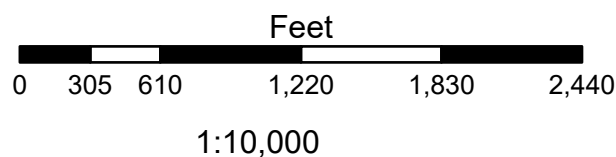
RZN-2024-0063

245 S. HAPPY HOLLOW RD

Future Land Use



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center



MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

SUBJECT: **APPEAL: LSD-2024-0029: Large Scale Development (SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./VERVE, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.9 acres. The request is for a multifamily development with 272 residential units.**

RECOMMENDATION:

City Staff recommend approval and Planning Commission recommends denial of the large-scale development request as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject area is in central Fayetteville approximately 300 feet east of Harmon Field and 900 feet northeast of the Fayetteville High School. The subject area contains multiple parcels and is bound by W. Treadwell St. to the north, S. Hill Ave. to the west, W. Putnam St. to the south, and S. Duncan Ave. to the west. The subject area contains roughly 2.9 acres and is currently developed with apartments, single-family dwellings, and a largely undeveloped parcel with off-site parking. The existing structures were built between 1931 -1964. The property does not fall within any overlay districts or Master Plan areas. A rezoning from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center was approved by City Council on June 18, 2024, subject to a Bill of Assurance (RZN-2024-0018) limiting some uses of the property.

Request: The applicant requests Large Scale Development approval to develop the subject property with a total of 272 multi-family units and associated parking. Two variances have been requested.

Public Comment: While staff received extensive public comment during the rezoning process, no additional public comments have been provided regarding the development plans.

Findings: The proposed development encompasses an entire city block within Fayetteville's downtown. Extensive improvements to the public realm are proposed with 1) street improvements such as street widening, sidewalk construction, and street trees, and 2) installation or upgrading of public utility infrastructure as the two biggest factors of consideration.

First, the property has street frontage on W. Treadwell St., S. Hill Ave., W. Putnam St., and S. Duncan Ave. Four street frontages is an unusual street condition within city limits and a variance has been requested to

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Fayetteville, AR 72701

www.fayetteville-ar.gov

typical street standards to accommodate this. This variance is described further in the staff report. To summarize, the applicant proposes to locate their urban tree wells internal to the sidewalk on both S. Hill Ave. and S. Duncan Ave. and to dedicate 22.5 feet of right-of-way from centerline for each of these streets in order to meet aerial apparatus access needs. This would also permit a bus travel lane on S. Hill Ave. The applicant also proposes to dedicate 29.5 feet of right of way from centerline of Putnam St., which exceeds typical requirements, to account for an uneven centerline. Staff find that the proposed street improvements are necessary to ensure safe and adequate vehicular access and recommend in favor with no added conditions.

Additionally, staff recommends that the intersection of W. Treadwell St. and S. Duncan Ave. is realigned to eliminate or reduce the existing off-set intersection condition. The applicant has provided conceptual plans for a shared pedestrian/vehicle “piazza” with a mixture of “pavers, stamped concrete, bollards, lighting” and other features to create a shared street to occur in concert with the development to the west. The staff report includes several recommended conditions related to this realignment in order to ensure realignment occurs prior to occupancy of the property given the extensive coordination that could be required.

Second, the applicant proposes to connect to an existing 8” water line in Treadwell Street for domestic service and fire protection. On behalf of Water and Sewer, staff recommends the project upgrade the existing water line from a 6” cast iron pipe to a 12” diameter water line for a length of approximately 425 linear feet (LF) along the property’s S. Duncan Ave. frontage. While the applicant may not be tying directly into the line on Duncan, §166.04(A)(a) On and Off-Site Improvements defines on-site improvements as “adjacent to or within a project site; such as widening the street along the project frontage, constructing interior streets and utilities, etc.” Further, the existing 8” line in Treadwell that the applicant intends to connect to ties into the S. Duncan Ave. line, meaning that any capacity or reliability issues within the S. Duncan Ave. line caused by the increased demand of this development will still affect existing and future users of both lines. This recommendation is clarified further in engineering’s memo, as well as the discussion section below given extensive conversation at the December 9 and January 13 Planning Commission meetings.

Related, staff has assembled an estimated dollar amount for various fees and assessments that will likely be required for Council's consideration of the project. Some items, such as the assessment for a reduced level of service (LOS) at Hill and Center, are the direct result of impacts determined from this project; whereas others such as parkland dedication fees are generalized fees required of all projects of certain thresholds. Included in this calculation is the applicant's proposed \$200,000 fee-in-lieu of line upgrades.

Anticipated Assessments / Project Specific Items

1. Off-Site Assessment for Reduced LOS at Hill and Center: \$18,500
2. Mitigation Trees Placed into Escrow: \$16,200
3. Applicant Proposed Water Line Fee-in-Lieu: \$200,000

Anticipated Fees

3. Parkland Dedication Fee \$201,824
4. Water Impact Fee: \$48,550
5. Wastewater Impact Fee: \$43,600
6. Police Impact Fee: \$40,800
7. Fire Impact Fee: \$44,064

Total Estimated Funds to be Paid to the City: \$613,538

DISCUSSION:

At the December 9, 2024, Planning Commission meeting, the item was tabled due to discussion regarding a recommended staff condition to upgrade the existing water line within S. Duncan Ave. Engineering confirmed

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Fayetteville, AR 72701

www.fayetteville-ar.gov

that the recommendation is in line with the City's utilities master plan, and that, while the applicant is not directly tying into the S. Duncan Ave. line, the development will still increase overall demand on the S. Duncan Ave. line because the water in the Treadwell line must first flow through the line in Duncan. Engineering also noted construction issues that would result from upgrading the Duncan line at a later date and noted similar upgrades that were required for other large-scale apartment buildings in the nearby vicinity. There was also discussion about the possibility of a cost-share with the city and/or the potential future development to the west, and the need for a cost estimate of the work if the commission decided to recommend an assessment.

In the interim, a cost estimate has been provided and was reviewed by the Water and Sewer department. Staff ultimately maintained their recommendation that the water line in Duncan be upgraded by the developer.

At the January 13, 2025, Planning Commission meeting, Commissioner Payne made a motion to approve the project, for which Commissioner McGetrick provided the second. The Planning Commission voted 4-4-0, effectively denying the request. Commissioners in favor of the development cited a Legal Department memo regarding the legality of recommended improvements, the lack of clarity tying the development with the proposed upgrades, and Planning Commission's inability to approve cost-shares or forward a development to City Council for a cost-share consideration as part of the approval process. Commissioners Castin, Werner, Garlock and Madden voted against the request, citing need for additional information regarding whether the proposed development would be adequately serviced by the existing lines, concerns regarding timing of the water line upgrades and potential issues that could be created if the water line is not upgraded with this development, potential for cost-shares with the city or adjacent developers, similar requirements for other large developments in the area, the city's Water and Sewer Master Plan, as well as questions relating to the provided cost estimate. There was extensive discussion related to the provided cost-estimate, particularly regarding several line items that Utility Department staff noted would be required for the project regardless of whether the water main was upgraded. The applicant team acknowledged that the cost estimate was compiled as a stand-alone project and did not account for work that would be occurring on the site and surrounding streets for the overall development. Engineering staff clarified the process that would be involved in running a model to determine whether capacity needs were being met and what a proportional assessment might be. Afterwards, the applicant team offered a fee-in-lieu of \$100,000 for Planning Commission consideration. The fee-in-lieu was ultimately incorporated into the recommended motion which was denied for lack of a majority. In voting in favor, Commissioners McGetrick, Brink, Payne, and Castin, found the project to be in general compliance with adopted ordinances and expressed reticence to table the project again or require the Duncan water line upgrade without additional information tying the development's impact to the improvement. No members of the public spoke at this meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: Appeal Letter (#3), Exhibit A (#4), Exhibit B (#5), Staff 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 #: 2025-93

APPEAL: LSD-2024-0029: Large Scale Development (SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./VERVE, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.9 acres. The request is for a multifamily development with 272 residential units.

A RESOLUTION TO GRANT THE APPEAL OF SUBTEXT ACQUISITIONS, LLC AND APPROVE LARGE SCALE DEVELOPMENT LSD-2024-0029 LOCATED AT 191 SOUTH HILL AVENUE IN WARD 2

WHEREAS, on January 13, 2025, the Planning Commission denied the application for Large Scale Development LSD-2024-0029 located at 191 South Hill Avenue in Ward 2; and

WHEREAS, the applicant timely appealed the denial by letter to City Clerk-Treasurer Kara Paxton on January 14, 2025.

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 grants the appeal of Subtext Acquisitions, LLC and approves Large Scale Development LSD-2024-0029, with the variances and conditions outlined in the staff memo attached to this Resolution with the exception of the condition addressed in Section 2 below.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends condition 4.g to the following: "In lieu of upgrading the water line in Duncan Avenue along the project street frontage from a 6" cast iron pipe to a 12" diameter water line, the applicant has offered and agrees to make a payment-in-lieu in the amount of \$200,000.00 representing its share of the cost of upgrading the line in accordance with § 166.04(A)(6) of the Unified Development Code."

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILL A. KELLSTROM, P.A.
MICHELLE FENDLEY
CATELYN J. GIBBS
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER
LIZBETH CHAVEZ, SECRETARY

January 14, 2025

Kara Paxton, City Clerk Treasurer
113 W. Mountain St.
Fayetteville, AR 72701

Re: Appeal of Planning Commission Denial of LSD-2024-0029

Dear Mrs. Paxton:

I represent Subtext Acquisitions, LLC ("Applicant") with respect to LSD-2024-0029 regarding the development known as "Verve Fayetteville". The Applicant hereby files this appeal pursuant to Chapter 155 of the Fayetteville Code of Ordinances ("the Code").

I. Grounds of Appeal

The Applicant submits that the Planning Commission decision was in error, on the following grounds, that:

- (1) The proposal was not denied on one of the propoer grounds enumerated in Section 166.02 of the Code.
- (2) The proposal was denied due to the Applicant's failure to accept a condition that is potentially unconstitutional.
- (3) The Planning Commission failed to properly consider the fee-in-lieu that was proposed by the Applicant at the Planning Commission Meeting.
- (4) The Planning Commission's denial was arbitrary in that the grounds for denial were conflicting and unclear.

II. Summary of Relevant Issues

This item was denied due to disagreement concerning the appropriate amount of a certain fee-in-lieu, tied to certain improvements requested by City staff as a condition of approval of this LSDP. In light of discussions that took place at the December 9th, 2024, and January 13th, 2025,

Planning Commission Meetings, and as a show of good faith, **the Applicant hereby offers \$200,000.00 as a fee-in-lieu of installing the aforementioned improvements.**

If anything further is needed in order to properly submit this appeal, please feel free to contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:

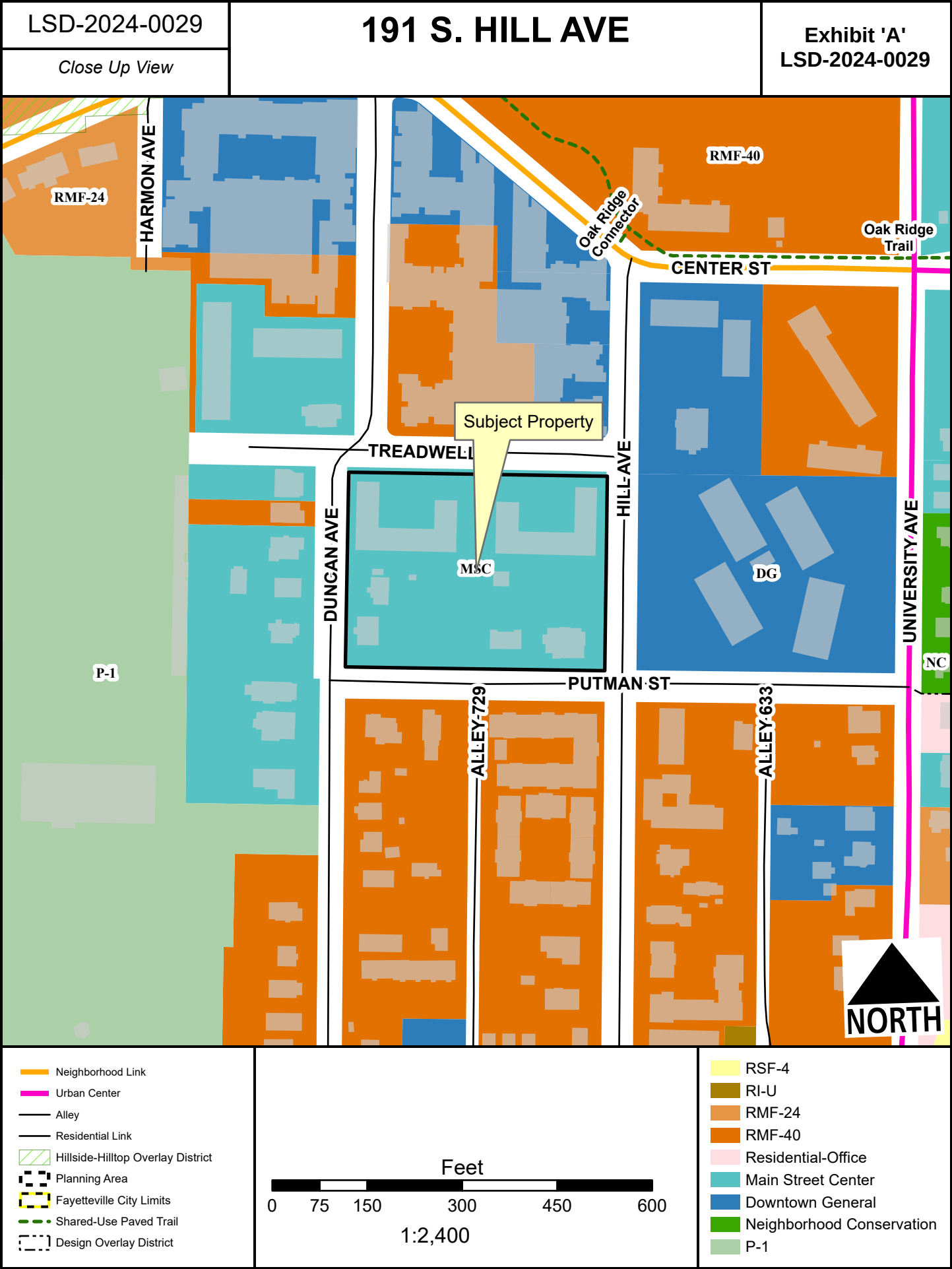


Exhibit 'B'
LSD-2024-0029

PARCEL 1 (PARCEL #765-04808-000):

A PART OF LOTS 7 AND 8, IN BLOCK 5, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 192, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID BLOCK 5 AND RUNNING THENCE ALONG THE WEST LINE THEREOF N03°00'39"E 85.01', THENCE LEAVING SAID WEST LINE S87°23'18"E 81.46', THENCE S03°01'43"W 85.35' TO THE SOUTH LINE OF SAID BLOCK 5, THENCE ALONG SAID SOUTH LINE N87°08'55"W 81.43' TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH DUNCAN STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT, SUBJECT TO THAT PORTION IN WEST PUTMAN STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PARCEL 2 (PARCEL #765-04809-000):

A PART OF LOTS 8 AND 9, IN BLOCK 5, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 192, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 5 WHICH IS N03°00'39"E 85.01' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE ALONG SAID WEST LINE N03°00'39"E 74.70', THENCE LEAVING SAID WEST LINE S86°58'42"E 81.48', THENCE S03°01'43"W 74.11', THENCE N87°23'18"W 81.46' TO THE POINT OF BEGINNING, CONTAINING 0.14 ACRES. MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH DUNCAN STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD. |

PARCEL 3 - TRACT 1 (PARCEL #765-04804-000):

ALL OF LOTS 1, 2, 3, 10, 11 & 12, A PART OF LOT 4 AND A PART OF A 20' PLATTED ALLEY VACATED BY CITY OF FAYETTEVILLE ORDINANCE #2110 FILED IN BOOK 887 AT PAGE 319, ALL BEING LOCATED IN BLOCK 5, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 192, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 5 WHICH IS N03°00'39"E 159.71' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE ALONG SAID WEST LINE N03°00'39"E 147.81' TO THE NORTHWEST CORNER OF SAID BLOCK 5, THENCE ALONG THE NORTH LINE THEREOF S87°05'11"E 408.25' TO THE NORTHEAST CORNER OF SAID BLOCK 5, THENCE ALONG THE EAST LINE THEREOF S02°43'18"W 153.11', THENCE LEAVING SAID EAST LINE N87°01'54"W 204.51', THENCE N02°51'59"E 4.72', THENCE N86°58'42"W 204.50' TO THE POINT OF BEGINNING, CONTAINING 1.41 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH DUNCAN AVENUE MASTER STREET PLAN RIGHT-OF-WAY OF THE WEST SIDE OF HEREIN DESCRIBED TRACT, SUBJECT TO THAT PORTION IN WEST TREADWELL STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT, SUBJECT TO THAT PORTION IN SOUTH HILL AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PARCEL 3 - TRACT 2 (PARCEL #765-04805-000):

A PART OF LOTS 4 AND 5 AND A PART OF A 20' PLATTED ALLEY VACATED BY CITY OF FAYETTEVILLE ORDINANCE #2110 FILED IN BOOK 887 AT PAGE 319, ALL BEING LOCATED IN BLOCK 5, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 192, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S87°08'55"E 204.90' AND N02°51'59"E 99.66' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER OF SAID BLOCK 5 AND RUNNING THENCE N02°51'59"E 54.72', THENCE S87°01'54"E 204.51' TO THE EAST LINE OF SAID BLOCK 5, THENCE ALONG SAID EAST LINE S02°43'18"W 54.53', THENCE LEAVING SAID EAST LINE N87°05'07"W 204.65' TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH HILL AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PARCEL 3 - TRACT 3 (PARCEL #765-04806-000):

LOT 6, A PART OF LOT 5 AND A PART OF A 20' PLATTED ALLEY VACATED BY CITY OF FAYETTEVILLE ORDINANCE #2110 FILED IN BOOK 887 AT PAGE 319, ALL BEING LOCATED IN BLOCK 5, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 192, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 5 WHICH IS S87°08'55"E 204.90' FROM AN EXISTING REBAR MARKING THE SOUTHWEST THEREOF AND RUNNING THENCE N02°51'59"E 99.66', THENCE S87°05'07"E 204.65' TO THE EAST LINE OF SAID BLOCK 5, THENCE ALONG SAID EAST LINE S02°43'18"W 99.44' TO AN EXISTING BRICK MARKING THE SOUTHEAST CORNER OF SAID BLOCK 5, THENCE ALONG THE SOUTH LINE THEREOF N87°08'55"W 204.90' TO THE POINT OF BEGINNING, CONTAINING 0.47 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH HILL AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED, SUBJECT TO THAT PORTION IN WEST PUTMAN STREET MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PARCEL 3 - TRACT 4 (PARCEL #765-04807-000):

A PART OF LOTS 7, 8, AND 9 AND A PART OF A 20' PLATTED ALLEY VACATED BY CITY OF FAYETTEVILLE ORDINANCE #2110 FILED IN BOOK 887 AT PAGE 319, ALL BEING LOCATED IN BLOCK 5, I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4 AT PAGE 192, PLAT RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 5 WHICH IS S87°08'55"E 81.43' FROM AN EXISTING REBAR MARKING THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE N03°01'43"E 159.47', THENCE S86°58'42"E 123.02', THENCE S02°51'59"W 159.10' TO THE SOUTH LINE OF SAID BLOCK 5, THENCE ALONG SAID SOUTH LINE N87°08'55"W 123.47' TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN WEST PUTMAN STREET RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner
Chris Brown, Director of Public Works / City Engineer
Willia Thomason, Urban Forester

MEETING: January 13, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **LSD-2024-0029: Large Scale Development (SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE./VERVE, 522):** Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at SOUTHWEST OF W. TREADWELL ST. AND S. HILL AVE. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.9 acres. The request is for a multifamily development with 272 residential units.

RECOMMENDATION:

Staff recommends approval of **LSD-2024-0029**, subject to conditions.

RECOMMENDED MOTION: *"I move to approve LSD-2024-0029 with conditions, finding:*

- 1. In favor of variance to §166.08(D)(5), Street Standards;*
- 2. In favor of variance to §166.23(C)(4)(a), Pedestrian Circulation;*
- 3. In favor of the recommended street improvements;*
- 4. In favor of the recommended right-of-way dedication, and*
- 5. All other conditions as recommended by staff."*

DECEMBER 9, 2024, PLANNING COMMISSION MEETINGS:

At the December 9, 2024, Planning Commission meeting, the item was tabled due to discussion regarding a recommended staff condition to upgrade the existing water line within S. Duncan Ave. Engineering confirmed that the recommendation is in line with the utilities master plan, and that, while the applicant is not directly tying into the S. Duncan Ave. line, the development will still increase overall demand on the S. Duncan Ave. line because the water in the Treadwell line must first flow through the line in Duncan. Engineering also noted construction issues that would result from upgrading the Duncan line at a later date and noted similar upgrades that were required for other large-scale apartment buildings in the nearby vicinity. There was also discussion about the possibility of a cost-share with the city and/or the potential future development to the west, and the need for a cost estimate of the work if the commission decided to recommend an assessment. In the interim, a cost estimate has been provided and is being reviewed by the Water and Sewer department.

BACKGROUND:

The subject area is in central Fayetteville approximately 300 feet east of Harmon Field and 900 feet northeast of the Fayetteville High School. The subject area contains multiple parcels and is bound by W. Treadwell St. to the north, S. Hill Ave. to the west, W. Putnam St. to the south, and S. Duncan Ave. to the west. The subject area contains roughly 2.9 acres and is currently developed with apartments, single-family dwellings, and a largely undeveloped parcel with off-

site parking. The existing structures were built between 1931 -1964. The property does not fall within any overlay districts or Master Plan areas. A rezoning from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center was approved by City Council on June 18, 2024, subject to a Bill of Assurance (RZN-2024-0018) limiting some uses of the property. Surrounding land uses and zoning are depicted in *Table 1*.

**Table 1:
Surrounding Land Use and Zoning**

Direction	Land Use	Zoning
North	Multifamily Residential	MSC, Main Street Center DG, Downtown General RMF-40, Residential Multifamily, 40 Units per Acre
South	Mixed-Density Residential	RMF-40, Residential Multifamily, 40 Units per Acre
East	Multifamily Residential	DG, Downtown General
West	Mixed-Density Residential	MSC, Main Street Center RMF-40, Residential Multifamily, 40 Units per Acre

Proposal: The applicant requests Large Scale Development approval to develop the subject property with a total of 272 multi-family units and associated parking. Two variances have been requested.

Variance #1: UDC §166.08(D)(5), Street Standards. All street requirements shall be met as set forth in the City of Fayetteville Master Street Plan and adopted minimum street standards. The property has frontage along W. Treadwell St., S. Hill Ave., W. Putnam St., and S. Duncan Ave., all residential link streets which typically require a 6-foot sidewalk, 6-foot furniture zone, curb and gutter, 7-foot parking lane, and a 10-foot and 9-foot travel lane. The applicant has requested a variance to allow street improvements and ROW dedications that differ from these standards for S. Hill Ave., W. Putnam St., and S. Duncan Ave.

- a. *Staff recommendation: Staff recommends approval of the applicant's request. The subject property contains a full city block, and the applicant seeks to utilize a mix of right-of-way dedication and vacations as described below in order to align proposed street improvements with the existing centerlines of adjacent roads.*

STREET DATA TABLE						
Street	TOTAL ROW	DRIVING LANE	ON-STREET PARKING	SIDEWALK	MAX ROW TO BE DEDICATED	MAX ROW TO BE VACATED
TREADWELL ST	26.0'	6.5'	7.0'	12.0'	0.47'	0.76'
HILL AVE	22.5'	10.0'	-	11.0'	-	4.93'
PUTMAN ST	29.5'	10.0'	7.0'	12.0'	1.26'	2.71'
DUNCAN AVE	22.5'	9.0'	-	12.0'	-	3.19'

The applicant proposes to dedicate 29.5 feet of right-of-way from the existing centerline of W. Putnam Street in order to accommodate two full drive lanes once an on-street parking row is installed. In total, the proposed right-of-way dedication would permit two full traffic lanes (19 feet total), as well as 7' wide on-street parking spaces, curb and gutter, a 6-foot tree well and furniture zone, and a 6-foot sidewalk. Particularly given the uneven curb line on the south side of W. Putnam Street, staff finds that the additional right-of-way dedication is necessary to ensure two-way travel on these streets.

The applicant further proposes to dedicate 22.5 feet from the existing centerline for S. Hill Ave. and S. Duncan Ave. This would include a 9-foot-wide travel lane

and 6' tree-well and furniture zone on S. Duncan Ave and a 10-foot-wide travel path and 5-foot-wide tree-well and furniture zone on S. Hill Ave. to support bus traffic. Both streets would also include a 1.5-foot-wide mountable curb with a 6-foot-wide sidewalk directly behind the curb in order to accommodate aerial apparatus access. Staff finds that the proposed street improvements are necessary to ensure safe and adequate vehicular access throughout the surrounding block and to provide aerial apparatus access to the proposed multifamily structure. As such, staff recommends in favor of the above with no added conditions.

Additionally, with the recent vacation of the portion of W. Treadwell St. directly west of this property (VAC-2024-0020), staff recommends that the intersection of W. Treadwell St. and S. Duncan Ave. is realigned to eliminate or reduce the existing off-set intersection condition. The applicant has provided conceptual plans for a shared pedestrian/vehicle "piazza" with a mixture of "pavers, stamped concrete, bollards, lighting" and other features to create a shared street. The applicant has requested that this realignment occur in concert with the development to the west given the extensive coordination required to realign the intersection. Staff recommends the following conditions associated with the intersection realignment:

- a) The realignment of the W. Treadwell St. and S. Duncan Ave. intersection shall be constructed and accepted by the city prior to the issuance of a certificate of occupancy.
- b) Design of the intersection re-alignment shall meet all street requirements as set forth in the City of Fayetteville Master Street Plan and adopted minimum street standards unless a variance is received to vary from these requirements.
- c) Portions of the right-of-way intended for vehicular traffic may be composed of stamped concrete. Pavers are not permitted within public right-of-way.
- d) A grading permit shall be required for the proposed street improvements. If proposed street improvements involve modifications to the approved large-scale-development plans or an associated grading permit, the applicant shall provide an exhibit indicating proposed changes to staff for evaluation of a minor or major modification.

Variance #2: UDC §166.23(C)(4)(a), Pedestrian Circulation. Ground floor dwelling units adjacent to a public street shall have a primary pedestrian entry that is visible from the street. Per ordinance, the pedestrian connection to the street may run from the door along the façade of the building parallel to the street for a maximum of 12 feet from the door before connecting directly to the public sidewalk. The applicant requests a variance to allow eight ground floor dwelling units to exceed the 12-foot maximum.

- a. *Staff recommendation: Staff recommends approval of the applicant's request. The subject property contains an entire city block with approximately nine feet of topographic change from north to south. Ten of the 18 ground floor dwelling units meet this ordinance; however, the remaining eight have entries approximately 7 ½ feet above the sidewalk grade. Staff finds that providing direct pedestrian connections from these units to the public sidewalk is not practical and that allowing a longer parallel distance will allow these units to share access that would not be feasible otherwise. Staff recommends a condition that the retaining walls used for such pedestrian connections shall be faced with a material used on the principal structure such as brick, or shall otherwise be improved with green walls, public art or another feature to create an inviting pedestrian landscape.*

Right-of-Way to be Dedicated: The property has frontage along W. Treadwell St., S. Hill Ave., W. Putnam St., and S. Duncan Ave., all residential link streets which typically require 26' of dedication from the street centerline. A variance has been requested to typical master street plan standards, including typical right-of-way widths as described above.

Street Improvements: The property has frontage along W. Treadwell St., S. Hill Ave., W. Putnam St., and S. Duncan Ave., all residential link streets which typically require a 6-foot sidewalk, 6-foot furniture zone, curb and gutter, 7-foot parking lane, and a 10-foot and 9-foot travel lane. The applicant also proposes changes to the traffic patterns include a 4-way stop at Putnam and Hill and intersection changes at Treadwell and Duncan to create a pedestrian plaza as discussed in the variance request above.

In addition, the traffic study indicates a reduced level of service at Hill and Center Street. A traffic study provided by the developer's consultant indicates that this development will contribute 3.7% of the total future traffic at the Hill/Center intersection. Using this 3.7% and a documented cost of \$500,000 for intersection signalization, an assessment amount of \$18,500 is recommended.

Access Management/Connectivity: The proposed driveway onto W. Putnam St. meets separation requirements. No other driveways are proposed, and the existing city block meets block length standards.

Design Standards: The development is subject to §166.22 – Parking Garage Standards and §166.23 – Urban Residential Design Standards. Staff finds the design is substantially compliant with these standards with the exception of the variances requested above. The applicant initially requested a variance for a 6-foot-tall privacy fence at the southeast corner of the property. After staff clarified that the ordinance restricts the opacity of the fence above 30" but does not restrict the overall height, the applicant withdrew this variance request.

Water System: The applicant is proposing to connect to an existing 8" water line in Treadwell Street for domestic service and fire protection. On behalf of Water and Sewer, staff is recommending that the Planning Commission add a condition that the project upgrade the existing water line from a 6" cast iron pipe to a 12" diameter water line for a length of approximately 425 linear feet (LF) along the property's S. Duncan Ave. frontage. While the applicant may not be tying directly into the line on Duncan, §166.04(A)(a) On and Off-Site Improvements defines on-site improvements as "adjacent to or within a project site; such as widening the street along the project frontage, constructing interior streets and utilities, etc." Further, the existing 8" line in Treadwell that the applicant intends to connect to ties into the S. Duncan Ave. line, meaning that any capacity or reliability issues within the S. Duncan Ave. line caused by the increased demand of this development will still affect existing and future users of both lines.

This upgrade will further establish the ½-mile 12" water line grid recommended in the 2017 Water Master Plan:

"a 12-inch water transmission main grid is recommended to help support fire flows and to supply peak demands within the system. The recommended spacing of the transmission main grid is approximately one-half mile. In practice, the line spacing will depend on the corridors available for water line construction, the location of existing and future streets and the pattern of development in a given area."

In the vicinity of this project, a 12" water line extends from Center Street to Treadwell Street along Duncan Avenue. The logical 12" water line loop would extend towards Fayetteville High School

at the intersection of Buchanan Avenue and Bulldog Boulevard, where another 12" water line exists. Future infill development will install the remaining 1,020 LF to complete this loop beyond the project's frontage.

The applicant has provided a cost estimate to complete this water line upgrade is the amount of \$375,084.00 (attached). Water and Sewer is evaluating the provided estimate and has provided notes regarding several of the line items included in the estimate. Overall, Water and Sewer still recommends that this development be responsible for the full upgrade of the water line given the scope of the proposed impact to the system.

Sewer System: Adequate sewer capacity is available from an 8" line in Duncan Ave. A short sewer extension is proposed along Putman to collect sewer services from the site to the line in Duncan. The city's sewer master plan consultant was engaged by the developer to review the project impact on sewer capacity and has confirmed that downstream sewer capacity is adequate.

Parkland dedication or fee in-lieu: The Parks and Recreation Advisory Board (PRAB) reviewed this proposal at a meeting held on October 11, 2024. The Parks and Recreation Advisory Board recommended a fee-in-lieu of parkland dedication. Based on current information, fees for 266 multifamily residential units would be required in the amount of \$201,824, with final fees to be determined and paid prior to the issuance of any building permits. Credit has been applied for the existing 54 residential units to be removed in the construction of the project.

Tree Preservation:

Canopy minimum requirement: 10%

Existing canopy: 30.9%

Preserved canopy: 0.0%

Mitigation required: 54 2-inch caliper trees

Thirty-four (30) mitigation trees are proposed on-site. The applicant requests to pay into tree escrow for the remaining 24 required trees. At \$675 per tree, this would require a payment of \$16,200 into escrow. Urban Forestry recommends approval of the escrow payment.

Public Comment: While staff received extensive public comment during the rezoning process, no additional public comments have been provided regarding the development plans at this time.

RECOMMENDATION: Staff recommends approval of **LSD-2024-0029**, with the following conditions:

Conditions of Approval:

1. **Planning Commission determination of variance to UDC §166.08(D)(5), Street Standards.** *Staff recommends approval of the requested variance with the following conditions.*
 - a. The realignment of the W. Treadwell St. and S. Duncan Ave. intersection shall be constructed and accepted by the city prior to the issuance of a certificate of occupancy.
 - b. Design of the intersection re-alignment shall meet all street requirements as set forth in the City of Fayetteville Master Street Plan and adopted minimum street standards unless a variance is received to vary from these requirements.

- c. Portions of the right-of-way intended for vehicular traffic may be composed of stamped concrete. Pavers are not permitted within public right-of-way.
- d. A grading permit shall be required for the proposed street improvements.
- e. If proposed street improvements involve modifications to the approved large-scale-development plans or an associated grading permit, the applicant shall provide an exhibit indicating proposed changes to staff for evaluation of a minor or major modification.

Subdivision Committee recommended in favor

- 2. **Planning Commission determination of variance to UDC §166.23(C)(4)(a), Pedestrian Circulation.** *Staff recommends approval of the requested variance with no added conditions.*
 - a. *Retaining walls used to accommodate pedestrian connections shall be faced with a material used on the principal structure such as brick, or shall otherwise be improved with green walls, public art or another feature to create an inviting pedestrian landscape.*

Subdivision Committee recommended in favor

- 3. **Planning Commission determination of right-of-way dedication.** *Staff recommends the following street right-of-way dedication.*
 - a. W. Treadwell St.: 26 feet from centerline
 - b. W. Putnam St.: 29.5 feet from centerline
 - c. S. Hill Ave. and S. Duncan Ave.: 22.5 feet from centerline

Subdivision Committee recommended in favor

- 4. **Planning Commission determination of street improvements.** *Staff recommends the following street improvements:*
 - a. W. Treadwell St. 12-foot sidewalk (including 6-foot tree well and furniture zone), 7-foot parking lane, 9-foot driving lane, curb & gutter, streetlights and street trees
 - b. W. Putnam St.: 12-foot sidewalk (including 6-foot tree well and furniture zone), 7-foot parking lane, 10-foot driving lane, curb & gutter, streetlights and street trees
 - c. S. Hill Ave.: 11-foot sidewalk (including 5-foot tree well and furniture zone), 10-foot driving lane, curb & gutter, streetlights and street trees
 - d. S. Duncan Ave.: 12-foot sidewalk (including 6-foot tree well and furniture zone), 9-foot driving lane, curb & gutter, streetlights and street trees
 - e. An assessment for off-site street improvements at Hill and Center Street shall be paid in the amount of \$18,500 prior to building permit
 - f. A tree escrow payment of \$16,200 shall be paid for 24 street trees.
 - g. ~~The project shall upgrade the water line in Duncan Avenue along the project street frontage from a 6" cast iron pipe to a 12" diameter water line (approximately 425 linear feet)~~

A fee-in-lieu shall be paid in the amount of \$100,000 towards the cost of upgrading the water line in Duncan Avenue along the property's street frontage from a 6" cast iron pipe to a 12" diameter pipe (approximately 425 linear feet). The fee-in-lieu shall be paid prior to grading permit.

Subdivision Committee recommended in favor but did not provide a recommendation on the proposed off-site street assessment.

- 5. Parkland dedication fees-in-lieu in the amount of \$201,824 with final fees to be determined and paid prior to the issuance of any building permits. Credit has been applied for the existing 54 residential units to be removed in the construction of the project.

6. Conditions of approval from Engineering and Urban Forestry are included in the official conditions of approval, attached hereto, and including:

Standard conditions of approval:

7. Development review comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: Black Hills Energy, AT&T, Ozarks Electric, SWEPCO, and Cox Communications);
8. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, and tree preservation. The information submitted for the development review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with the City's current requirements;
9. Contact the City's Emergency 911 Address Coordinator for addressing prior to building permit;
10. Prior to the issuance of a building permit the following is required:
- Grading and drainage permits;
 - Separate easement plat for this project that shall include the tree preservation area and all utility and access easements;
 - Exterior lighting package must be provided to the Planning Division;
 - A cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy;
 - An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance;
 - Project Disk with all final revisions; and
 - Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission Action:	☒ Denied	☐ Tabled	☐ Approved
Meeting Date: <u>January 13, 2025</u>	MOTION TO APPROVE, FINDING In favor of variance to §166.08(D)(5), Street Standards; In favor of variance to §166.23(C)(4)(a), Pedestrian Circulation; In favor of the recommended street improvements; In favor of the recommended right-of-way dedication, and All other conditions as recommended by staff, EXCEPT		
Motion:			
Second:	Amending amending condition 4(g) to require a fee-in-lieu of \$100,000 to be paid prior to the issuance of a grading permit		
Vote:	GULLEY/MADDEN 4-4-0 (GULLEY, WERNER, GARLOCK, AND MADDEN OPPOSED)		

BUDGET/STAFF IMPACT:

None

Attachments:

- Staff Exhibits
 - Engineering Memo
 - Applicant Cost Estimate and Water/Sewer Notes
 - Urban Forestry Memo
 - Intersection Exhibit with Right-of-Way
- Applicant Exhibits
 - Cover Letter
 - ROW Determination Request Letter
 - Variance Request Letter
 - Site Plan Excerpts
 - Elevations
- One Mile Map
- Close Up Map
- Current Land Use Map

LEGAL MEMO (ADDED PRIOR TO ENGINEERING MEMO)



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: **Planning Commission**

FROM: **Blake Pennington**, Senior Assistant City Attorney

DATE: **January 13, 2025**

RE: **LSD-2024-0029 – Verve Water Line Recommendation**

I continue to have concerns with the City's attempt to require this developer to bear the entire cost of installing a line that they don't appear to need to serve the development. At the last Planning Commission meeting, the consensus was that this was not needed or that the development only generated a portion of the need for this upsizing.

The memo from Utilities Engineer Corey Granderson says the need is "unclear" and that "nearby diameters appear adequate." Despite this unknown need, staff from the Engineering Division and Utilities Department continue to recommend that the Planning Commission add a condition of approval that this project be responsible for the upsizing of a 6" water main to a 12" water main as recommended in the City's 2017 Water Master Plan.

The circumstances on the other projects that upsized another portion of this grid may or may not have been the same – I haven't seen those reports to know why the upsizing was done there. It is entirely possible that in applying the rough proportionality test, it was determined that the development had such an impact on water needs that it justified requiring the improvement.

The City collects impact fees for just this reason. By my calculation, this developer will be paying about \$350,000 in impact fees. Requiring payment of another \$200,000-375,000 for an improvement that we want but that they do not need has real legal risk.

The rough proportionality test we are required to use is not based on the dollar amount of the infrastructure improvements we require relative to the overall cost of the project. It is based on the relative impact of this development on our infrastructure. It seems at this point that the development's impact is speculative. The City would be in a stronger position to require this developer to bear the full cost or a portion of the cost if we had actual evidence that the need for this upsizing is created in part by this development.

Here are the options I see that the Planning Commission has:

1. If you have enough information to determine what impact this development has on the need for the upsizing of this line, you could add a condition that the developer pay a fee equal to its proportionate share of the need in lieu of paying the full cost of and constructing the improvement.
2. You could add a condition that the developer pay a fee equal to its proportionate share of the need for this improvement after a water needs study has been completed. This option kicks the can down the road but the fee paid would be based on a valid engineering study.

I do not see, based on the information we have today, that the City can legally require this developer to bear the entire cost of constructing this improvement. The City could enter into a cost share agreement with this and other developers in the area to spread that burden among the developments creating this need. Such a cost share would require City Council approval and I do not recommend making this a requirement that could hold up the development if they are unable to reach an agreement with a third party (or even the City).

Conclusion

The City Council, through its adoption of the Unified Development Code, has charged the Planning Commission with the task of requiring on site improvements "that are roughly proportional and bear a rational nexus to the impact of the development" UDC § 166.04(A)(3). Applying this test when you are considering every development will ensure the City's requirements for projects are legally defensible.



January 9, 2025

Melissa Boyd, PE
Staff Engineer

Re: Waterline Upgrade Requirements for Verve Development

Melissa,

Please accept this memo as the Utility Division's recommendation that the Verve be required to extend a 12-inch diameter waterline along their western frontage in Duncan Avenue.

Our Water Master Plan has recommended 12-inch waterlines be constructed as development occurs on a roughly half-mile grid to support development needs, fire flows, and reliability of infrastructure for infill development. As you know, the two student housing oriented developments just north of this site have extended 12-inch waterlines along their frontages in this manner.

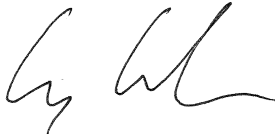
From a capacity standpoint it is unclear if the development demands can be provided without exceeding specification velocity limits. While nearby diameters appear adequate, the dense nature of this infill area would suggest that existing demands, topography, and pipe inner wall tuberculation could cause unacceptable velocities in the vicinity. This would need to be modelled more closely through our hydraulic water model (held by Olsson). Please let me know if this needs to be coordinated.

Hydrants in the vicinity that would be used in the event of an emergency need to be considered from a reliability standpoint. A new 12-inch waterline extension as recommended would provide an excellent level of reliability in this vicinity to ensure that if large flows are needed to fight a fire, the pipes flowing this water would be robust and unlikely to fail.

In the same manner that existing roads and sidewalks are considered unfit for this level of infill, underground utilities that have historically served a few homes and small apartments and are reaching the end of their useful life should rationally be replaced as

well. A cost estimate was provided showing the waterline costs to be approximately \$375,000. I have provided feedback demonstrating that this appears high and can likely be accomplished in the \$200,000 range.

Best,



Corey W. Granderson, P.E.
Utilities Engineer
City of Fayetteville, Arkansas
cgranderson@fayetteville-ar.gov
479.444.3452
www.fayetteville-ar.gov





TO: Donna Wonsower, Planner

FROM: Chris Brown, Public Works Director/City Engineer

DATE: December 2, 2024

**SUBJECT: Planning Commission Engineering Comments for
LSD-2024-0029 191 S. Hill Ave. The Verve**

Water: The applicant is proposing to connect to an existing 8" water line in Treadwell Street for domestic service and fire protection.

On behalf of Water and Sewer, staff is recommending that the Planning Commission add a condition that this project upgrade the water line in Duncan Avenue along the project street frontage from a 6" cast iron pipe to a 12" diameter water line. This length is approximately 425 linear feet (LF). This will help establish the ½-mile 12" water line grid recommended in the 2017 Water Master Plan:

"a 12-inch water transmission main grid is recommended to help support fire flows and to supply peak demands within the system. The recommended spacing of the transmission main grid is approximately one-half mile. In practice, the line spacing will depend on the corridors available for water line construction, the location of existing and future streets and the pattern of development in a given area."

In the vicinity of this project, a 12" water line extends from Center Street to Treadwell Street along Duncan Avenue. The logical 12" water line loop would extend towards Fayetteville High School at the intersection of Buchanan Avenue and Bulldog Boulevard, where another 12" water line exists. Future infill development will install the remaining 1,020 LF to complete this loop beyond the project's frontage. This loop, once completed, will provide more resilient and reliable service to this development and others in the area.

It should be noted that the applicant has responded to this recommendation made at Subdivision Committee and has indicated that they should not be responsible for this connection. Because of the relative locations of the existing water and sewer lines along Duncan, the only feasible location within the street right of way is on this development's side of the street centerline. Therefore, this recommendation stands. Other than this water line extension, the city utility requirements are minimal and consist of only water line connections to serve the building and a short sewer line extension.

Sewer: Adequate sewer capacity is available from an 8" line in Duncan Ave. A short sewer extension is proposed along Putman to collect sewer services from the site to the line in Duncan. The city's sewer master plan consultant was engaged by the developer to review the project impact on sewer capacity and has confirmed that downstream sewer capacity is adequate.

Streets: Typical street improvements are required on all sides of the development. Changes to the traffic patterns include a converting the two-way stop to all way at Putman and Hill and intersection changes at Treadwell and Duncan to create a pedestrian plaza.

In addition, the traffic study indicates a reduced level of service at Hill and Center Street. Therefore, an assessment for street improvements (a traffic signal, turn lanes, or other improvements) at this intersection is recommended based on the increased traffic at the intersection. The traffic study provided by the developer's consultant indicates that this development will contribute 3.7% of the total future traffic at the Hill/Center Intersection. Using this 3.7%, and a documented cost of \$500,000 for intersection signalization, an assessment amount of \$18,500 is recommended. Again, while a signal is used for the basis of this calculation, detailed study of the intersection may recommend other improvements.

Drainage: The development must meet the 4 minimum standards outlined in the City's Drainage Criteria Manual. A hydrodynamic separator is proposed to meet Minimum Standard 1. Minimum Standards 2-4 are proposed to be met through the use of underground detention at the southeast corner of the site. In addition, an offsite storm drain will be installed along Hill Avenue to near Center Street to connect the detention facility to the existing storm drain system.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
3. All public sidewalks, curb ramps, curb & gutter, and driveway aprons along this project frontage must meet ADA guidelines and be free of damage. Any existing infrastructure that does not conform to ADA guidelines or is otherwise damaged must be removed and replaced to correct the issue. Coordinate with the engineering department for inspection of existing facilities to determine compliance.
4. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
5. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
 - Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
 - Sanitary Sewer pipe sizing, profiles, or utility conflicts
 - Waterline fittings, callouts, or utility conflicts
 - Street profiles
 - Fine grading/spot elevations

**APPLICANT RECOMMENDED COST ESTIMATE
FOR 12" WATER LINE UPGRADES**



Offsite Water Main Upgrade						
Description	QTY	Unit	Unit Cost	Total		
1 Sawcut Asphalt Pavement	890	LF	\$ 5.00	\$	4,450.00	
2 Remove Asphalt Pavement - Assume 6' Wide	2,580	SF	\$ 1.50	\$	3,870.00	
3 Excavate/Load/Haul - 6' Deep	573	CY	\$ 70.00	\$	40,133.00	
4 Selective Use of Trench Boxes	430	LF	\$ 100.00	\$	43,000.00	
5 Remove Existing 6" Water Line - Abandon In Place				\$	-	
6 Proposed New 12" Water Main (Duncan Street)	430	LF	\$ 165.00	\$	70,950.00	
7 New Water Meter Tie-ins at Existing Homes	5	EA	\$ 14,500.00	\$	72,500.00	
8 Backfill with Imported Materials	573	CY	\$ 50.00	\$	28,667.00	
9 Connections to Existing Manholes	1	LS	\$ 20,000.00	\$	20,000.00	
10 Resurface Street - Assuming 26' Wide	2,580	SF	\$ 5.00	\$	12,900.00	
11 Encountering Rock at Trenches - Rock Mitigation Not Included				\$	-	
12 Traffic Control	460	LF	\$ 35.00	\$	16,100.00	
Offsite Water Subtotal				\$	312,570.00	
Overhead and Profit				\$	62,514.00	
Offsite Water Total				\$	375,084.00	

WATER AND SEWER COMMENTS ON COST ESTIMATE

Offsite Water Main Upgrade						
Description	QTY	Unit	Unit Cost	Total		
1 Sawcut Asphalt Pavement	890	LF	\$ 5.00	\$ 4,450.00		
2 Remove Asphalt Pavement - Assume 6' Wide		SF	\$ 1.50	\$ 3,870.00		
3 Excavate/Load/Haul - 6' Deep		CY	\$ 70.00	\$ 40,133.00		
4 Selective Use of Trench Boxes		LF	\$ 100.00	\$ 43,000.00		
5 Remove Existing 6" Water Line - Abandon In Place				\$ -		
6 Proposed New 12" Water Main (Duncan Street)	430	LF	\$ 165.00	\$ 70,950.00		
7 New Water Meter Tie-Ins at Existing Homes	5	EA	\$ 14,500.00	\$ 72,500.00		
8 Backfill with Imported Materials	573	CY	\$ 50.00	\$ 28,667.00		
9 Connections to Existing Manholes	1	LS	\$ 20,000.00	\$ 20,000.00		
10 Resurface Street - Assuming 26' Wide	2,580	SF	\$ 5.00	\$ 12,900.00		
11 Encountering Rock at Trenches - Rock Mitigation Not Included				\$ -		
12 Traffic Control	460	LF	\$ 35.00	\$ 16,100.00		
Offsite Water Subtotal				\$ 312,570.00		
Overhead and Profit				\$ 62,514.00		
Offsite Water Total				\$ 375,084.00		

Option for City Cost share on these

This sounds like a sewer item...?

This likely will occur regardless due to damage during construction

Remove

If highlighted items 'removed' Total = \$191,070.00

Is this a GC estimate, or are there firm subcontractor quotes in-hand?

Why did EOR not prepare cost estimate based on recent project bids?

Likely needed regardless throughout project



URBAN FORESTRY
LANDSCAPE PLAN COMMENTS

To: Adam B. Osweiler, PE, McClelland Consulting Engineers, Inc.

From: Willa Thomason, Urban Forester

CC: Donna Wonsower, Planner

Meeting Date: December 9, 2024

Subject: LSD-2024-0029: Verve: 191 S. Hill Ave., 522

1. General Landscape Plan Checklist		Yes	No	N/A
a.	Irrigation (notes either automatic or hose bib 100' o.c.) <i>UDC Chapter 177.03C7g, 177.04B3a</i>	X		
b.	Species of plant material identified <i>UDC Chapter 177.03C7d,e</i>	X		
c.	Size of plant material (minimum size 2" caliper for trees and 3 gal. shrubs) <i>UDC Chapter 177.03C7b,c</i>	X		
d.	Soil amendments notes include that soil is amended and sod removed <i>UDC Chapter 177.03C6b</i>	X		
e.	Mulch notes indicate organic mulching around trees and within landscape beds <i>UDC Chapter 177.03C6c,d</i>	X		
f.	LSD, LSIP, and Subdivisions (PPL & FPL) plans stamped by a licensed Landscape Architect, others by Landscape Designer <i>UDC Chapter 177.03B</i>		X	
g.	Planting bed contained by edging <i>UDC Chapter 177.03C6f</i>			X
h.	Planting details according to Fayetteville's Landscape Manual <i>UDC Chapter 177.03C6g</i>	X		
i.	Provide information about 3-Year Maintenance plan. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. <i>UDC Chapter 177.05 A2g</i>	X		
2. Parking Lot Requirements		Yes	No	N/A
a.	Side and Rear Property Lines (5' Wide Landscape Area) <i>UDC Chapter 177D1</i>			X

b. Wheel Stops/Curbs <i>UDC Chapter 177.04B1</i>	Yes			
c. Narrow Tree Lawn (8' min. width, 37.5' length) <i>UDC Chapter 177.04C</i>				X
d. Tree Island (8' min. width, 18.7' min length, 150 square feet) <i>UDC Chapter 177.04C</i>				X
e. Placement of Trees (either side at entrances and exits) <i>UDC Chapter 177.04C2</i>	X			
3. Perimeter Landscaping Requirements	Yes	No	N/A	
a. Front Property Line (15' wide landscape) and 5' on sides and rear. <i>UDC Chapter 177.04D2a</i>				X
b. Shade trees planted on south and west sides of parking lots <i>UDC Chapter 177.04D2e</i>				X
c. Screening of parking lot from adjacent residential properties.				X
4. Street Tree Planting Requirements	Yes	No	N/A	
a. Residential Subdivisions 1 Large Shade Species Tree per Lot <i>UDC Chapter 177.05B1a</i>				X
b. Non-Residential Subdivisions 1 Large Species Shade Tree every 30' (planted in greenspace) <i>UDC Chapter 177.05B2a</i>				X
c. Urban Tree Well – Urban Streetscapes Trees every 30' (8' sidewalk) <i>UDC Chapter 177.05B3a-f</i>	X			
d. Structural Soil – Urban Tree Wells Include a note and/or detail of structural soil on Landscape Plan <i>UDC Chapter 177.05B3a-f</i>	X			
e. Residential Subdivisions Timing of planting indicated on plans <i>UDC Chapter 177.05A4</i>				X
f. Residential Subdivisions Written description for method of tracking planting <i>UDC Chapter 177.05A4e</i>				X

5. Landscape Requirement Totals	Amount
Mitigation Trees	54 required 30 provided 24 paid into escrow
Parking Lot Trees	0
Street Trees	43
Detention Pond – Large Trees (1 Tree/3,000 square feet)	N/A
Detention Pond – Small Tree/Large Shrub (4 small trees or large shrubs/3,000 square feet)	N/A
Detention Pond – Small Shrubs/Large Grasses (6 shrubs or grasses (1 gallon)/3,000 square feet)	N/A

6. Review Status (See Comments)	Tech Plat	Subdivision Committee	Planning Commission
Conditionally Approved	10-14-24 11-6-2024	11-27-2024	12-03-2024
Approved			
Tabled			
Denied			

Appeal Process: A final administrative determination by the Urban Forester may be appealed in accordance with Chapter 155 of the Unified Development Code.

Comments

- Address items above marked “No” and all Redlines provided.



URBAN FORESTRY
TREE PRESERVATION COMMENTS

To: Adam B. Osweiler, PE, McClelland Consulting Engineers, Inc.

From: Willa Thomason, Urban Forester

CC: Donna Wonsower, Planner

Meeting Date: December 9, 2024

Subject: LSD-2024-0029: Verve: 191 S. Hill Ave., 522

1. Submittal Requirements	Yes	No	N/A
Initial Review with the Urban Forester	X		
Site Analysis Map Submitted (if justification is needed)	X		
Site Analysis Written Report Submitted (justification is needed)	X		
Complete Tree Preservation Plan Submitted	X		
Tree Mitigation Table on Plans	X		
Tree Preservation Wavier Submitted (only use if no trees onsite or near P/L)			X

2. Tree Preservation Calculations

Tree Preservation Calculations Square Feet		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	125,692	100%
Zoning Designation * Select Below with drop down arrow		
MSC, Main Street Center	12,569	10%
HHOD * Select Below with Drop Down Arrow		
No	0	0%
Total Canopy for Minimum Preservation Requirements	12,569	10.0%
Existing Tree Canopy * Minus Right of Way and Easements	38,813	30.9%
Tree Canopy Preserved	0	0.0%
Tree Canopy Removed *On Site	38,813	30.9%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	38,813	30.9%
Removed Below Minimum	12,569	
Mitigation Requirements	12,569	

Mitigation Alternatives		
Extensive Green Roof Square Footage	Credit per SF	Total Mitigation SF Reduction
1800	2.5	720

Mitigation Requirements			
Canopy Below Requirements Sq. Ft.	Preservation Priority Type	Forestation Base Density/Acre	Number of 2" Caliper Trees to be Planted
11,849	High Priority	200	54
	Low Priority	100	0

*MITIGATION REQUIREMENTS = TREE PRESERVATION CALCULATIONS - MITIGATION ALTERNATIVES (GREEN ROOFS)

Mitigation Trees Required	Mitigation Trees Provided	# of Trees for Tree Escrow	Total Amount for Tree Escrow Account
54	30	24	\$ 16,200.00

3. Mitigation Requirements	Canopy below requirement	Number of 2" caliper trees to be planted
High Priority	12,569	54 trees required 30 trees provided 24 trees paid into escrow (\$16,200)
Low Priority		
Total Mitigation Trees Required	12,569	54

4. Mitigation Type	Yes	No	N/A
On-Site Mitigation	X		
Off-Site Mitigation			
Tree Escrow (See Conditions of Approval)	X		

5. Tree Preservation Plan Checklist	Tech Plat	Subdivision Committee	Planning Commission
<i>UDC Chapter 167.04H1 and 167.04L1</i>			
a. 5 year Aerial Check on Existing Trees	Yes	Yes	Yes
b. Property Boundary	Yes	Yes	Yes
c. Natural Features (100ft beyond limits of disturbance)	Yes	Yes	Yes
d. Existing Topography and Proposed Grading	Yes	Yes	Yes
e. Soil Types	Yes	Yes	Yes
f. Significant Trees	Yes	Yes	Yes
g. Groupings of Trees	Yes	Yes	Yes
h. Table Inventory List (species, size, health, priority)	Yes	Yes	Yes

i. All Existing and Proposed Utilities	No	Yes	Yes
j. All Existing and Proposed Utility Easements and ROW's	No	Yes	Yes
k. All Streams (with approximate center line)	N/A	N/A	N/A
l. Floodplains and floodways	N/A	N/A	N/A
m. Existing Street, Sidewalk or Bike Path ROW	Yes	Yes	Yes
n. Submitted Site Analysis Plan (if required)	Yes	Yes	Yes
o. Shows ALL Proposed Site Improvements	Yes	Yes	Yes
p. Delineates trees/canopy to be preserved and removed	Yes	Yes	Yes
q. Tree Preservation Easement/s shown for LSD, LSIP and Commercial PPL projects	No	N/A	N/A

Tree Protection Methods

a. Tree Protection Fencing	N/A	N/A	N/A
b. Limits of Root Pruning	N/A	N/A	N/A
c. Traffic flow on work site	N/A	N/A	N/A
d. Location of material storage	N/A	N/A	N/A
e. Location of concrete wash out	N/A	N/A	N/A
f. Location of construction entrance/exit			

6. Site Analysis Report (if required) <i>UDC Chapter 167.04H4</i>	Yes	No	N/A
---	-----	----	-----

- | | |
|--|---|
| a. Provide graphic examples of multiple options used to minimize removal of existing canopy | X |
| b. Submitted Analysis Statement – Note the process, iterations, and approaches to preserve canopy. | X |

7. Review Status (See Comments)	Tech Plat	Subdivision Committee	Planning Commission
Conditionally Approved	10-14-24 11-13-24	11-27-2024	12-2-2024
Approved			
Tabled			
Denied			

Appeal Process: A final administrative determination by the Urban Forester may be appealed in accordance with Chapter 155 of the Unified Development Code.

Comments

- Address items above marked "No" and all Redlines provided.
- Approved under the condition that \$16,200 will be paid into the tree escrow account in lieu of planting 24 additional mitigation trees.



CITY OF
FAYETTEVILLE
ARKANSAS

TO: Planning Division

FROM: Zach Foster, Parks Planning

DATE: October 11, 2024

SUBJECT: Parks & Recreation Technical Plat Review Comments

PRAB Meeting Date: September 4, 2024

Project Title: VERVE Apartments

Project Number: LSD-2024-0029

Project Location: 191 S Hill Ave

Plat Page: 522

Park Quadrant: SW

Billing Name & Address: Multiple Owners and Parcels

☐ Land Dedication ☒ Fee-in-Lieu ☐ Combination

FEE-IN-LIEU					TOTAL Fees
Single Family:	<u>0</u>	units	x	\$1,089 per unit =	
Multi Family:	<u>212</u>	units	x	\$952 per unit =	
					\$201,824

- SUMMARY:**
- Project proposes 0 SF units and 212 MF units.
 - Note: This project is only charged for 212 of the 266 total multi-family units because 54 residential units were removed in the process of this project.
 - Note: PLD fees categorize single-family units as residential buildings with one or two residential units under a single roof. This project has two duplex buildings containing four single-family units. The triplex and quadplex buildings are categorized as multi-family units.
 - The final amount of fee-in-lieu and/or land dedication needed to satisfy Parkland Dedication requirements will be determined after Planning Commission’s approval of this project.
 - Current fee-in-lieu and/or land dedication rates will be applied regardless of when project was approved by PRAB.
 - Prior to final receipt by the city, all fees must be paid and any deeds for parkland dedication property must be:
 - Approved by the City’s Land Agent in the Engineering Division.
 - Recorded at the Washington County Courthouse.
 - Each additional housing unit that is constructed in Fayetteville places an increased demand on the Parks and Recreation system. The money collected as part of this project will be used to fund future park acquisitions and improvements for this park quadrant.

October 1, 2024



Jessie Masters
City of Fayetteville, Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: VERVE Student Housing Project
Large Scale Development Narrative and ROW Determination Exhibit

Ms. Masters,

On behalf of Subtext Living, I am writing to provide a summary of the proposed VERVE Student Housing project, located generally at the intersection of W. Treadwell St. and S. Hill Ave. This development includes the following addresses: 707 W. Treadwell St., 191 S. Hill Ave., and 92 and 98 S. Duncan Ave. The property is currently zoned as Main Street Center.

The proposed project consists of a single building comprising approximately 266 residential units with associated on-site parking. In addition, the development will feature on-site drainage and detention, utilities, landscaping, site amenities, and a dedicated dog park, all designed to support the functionality and aesthetics of the building. The primary goal of this project is to provide quality housing for local students and community members who may otherwise struggle to find adequate accommodations.

In alignment with the current Master Street Plan, the project also includes right-of-way (ROW) dedication, road widening, and street section improvements along the frontages of W. Treadwell, S. Hill, S. Duncan, and W. Putman streets. A ROW determination letter, coordinated with city planning staff, is attached as an exhibit to further outline these improvements.

As part of the Large Scale Development (LSD) process, we are requesting a single variance. As detailed in the attached Right-of-Way (ROW) determination letter, we are proposing an additional 3.5 feet of dedicated ROW along W. Putman St. to meet the drive lane width requirements outlined in the Master Street Plan.

The existing conditions on the southern half of W. Putman St. present limitations, and this variance seeks to address those challenges. By expanding the ROW, the project can accommodate a 10-foot-wide drive lane and a 7-foot-wide parking lane, as required by the Residential Link street section standards. This adjustment will ensure two 10-foot-wide driving lanes along W. Putman St., promoting safe and efficient traffic flow until the southern half—outside the scope of this project—can be upgraded in the future. If the requested variance is not granted, and the additional 3.5 feet of ROW is not allowed, W. Putman St. would be constrained to two 8.25-foot-wide drive lanes until future improvements are made to the southern half of the street.

RE: VERVE Student Housing Project – LSD Submittal Narrative

Should you or any other city staff have any questions or require additional information regarding this project, please do not hesitate to contact me at your convenience.

Sincerely,
McClelland Consulting Engineers, Inc.



Adam B. Osweiler PE
Senior Project Manager



(479) 443.2377

October 1, 2024



Jessie Masters
City of Fayetteville, Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: VERVE Student Housing Project – ROW Administrative Determination

Ms. Masters,

For the proposed residential development of 2.9 acres at S. Hill Avenue and W. Treadwell Street, the project requests a Right-of-Way Administrative Determination for the W. Treadwell Street, W. Putman Street, S. Duncan Avenue, and S. Hill Avenue. These streets are classified as Residential Link by Fayetteville's Master Street Plan. All four streets are continuous across the full north, east, and west façades of the project. The relationship of the proposed full building site to the street rights-of-way is demonstrated in the Site Plan sheet of the attached exhibit.

After speaking with city staff and reviewing the existing site conditions of the adjacent and surrounding roadways, the attached exhibit reflects the following proposed ROW allowances per Fayetteville's Master Street Plan. The project scope includes a parking deck on the property with adequate stall counts (345 stalls provided vs 341 stalls required) to accommodate all on-site occupants. The attached exhibit includes the parking stall requirement/proposed calculations for reference, as well located at the end of this letter. This eliminates the need to provide the maximum 52' width (26' half ROW dedication width) of Residential Link ROW with on-street parking. However, two of the adjacent roadway sections proposed include on-street parking (29.5' ROW dedication) to reflect recent roadway improvements in the area, as well as help promote safety and walkability to surrounding neighborhoods, businesses, and a potential on-site dog park. Should this ROW Administrative Determination be accepted, W. Treadwell St. and W. Putman St. would dedicate 29.5' of ROW and roadway improvements to include a parking lane, and S. Duncan Ave. and S. Hill Ave. would dedicate 22.5' ROW and roadway improvements that would not include a parking lane.

W. Putman St.

The below dimensions are based on the city's MSP, and help continue improvements of the existing roadway, tree wells and street furnishings zone, and pedestrian pathways along the opposing sides of the centerline from the proposed project.

29.5' ROW Provided

- 10' wide drive lane (additional 3.5' needed to obtain adequate drive lane widths)
- 7' wide parking lane

RE: VERVE Student Housing Project – ROW Administrative Determination

- 0.5' curb
- 6' tree well and street furnishing zone
- 6' sidewalk

W. Putman Street: Existing off-street parking is currently located along the south side of W. Putman Street. Due to this condition, the north side of W. Putman St. is proposed to include a 7' wide parking lane so that the south side may remain in place and functional since it would not warrant on-street parking in its current state. This roadway dedication would require additional ROW be dedicated so that the minimum driveway widths are obtained since there is only 10.63' of asphalt paving south of the centerline. This project warrants more ROW be dedicated (29.5' vs 26') so that there can be two full lanes of traffic (19' total) as well as a on-street parking.

W. Treadwell St.

The below dimensions are based on the city's MSP, and help continue improvements of the existing roadway, tree wells and street furnishings zone, and pedestrian pathways along the opposing sides of the centerline from the proposed project.

26' ROW Provided

- 6.5' wide drive lane
- 7' wide parking lane
- 0.5' curb
- 6' tree well and street furnishing zone
- 6' sidewalk

W. Treadwell Street: Along the north side of W. Treadwell Street, improvements were made during the Atmosphere housing project that do not include on-street parking. To complete the full MSP section, the south side of W. Treadwell St. is proposed to include the 7' wide parking lane, as well as additional street section improvements. The parking stalls are being proposed so that visitors and surrounding community can utilize any on-site amenities.

S. Duncan Avenue and S. Hill Avenue

The below dimensions are based on the city's MSP, and help continue improvements of the existing roadway, tree wells and street furnishings zone, and pedestrian pathways along the opposing sides of the centerline from the proposed project.

22.5' ROW Provided

- 9' wide drive lane (10' wide drive lane on S. Hill to accommodate bus traffic)
- 1.5' curb/gutter
- 6' tree well and street furnishing zone (5' width on S. Hill to accommodate 1' wider drive lane for bus lane)
- 6' sidewalk

S. Duncan Avenue: Just north of the project site, S. Duncan Ave. was improved between the Atmosphere and Cardinal residential projects. Along the west side of S. Duncan Avenue, on-street parking was provided to accommodate the MSP. When Atmosphere was constructed,

additional on-street parking was provided to accommodate the project's parking counts. To stay in line with the previous design, and since the proposed on-site parking deck will accommodate the on-site occupants, no on-street parking is proposed along S. Duncan Avenue.

S. Hill Avenue: Just north of the project site, S. Hill Ave. was improved along the west side of the street during the Atmosphere project. To keep in line with the roadway alignment, and since no on-street parking is needed for this project due to the proposed on-site parking deck, the roadway section for this portion of S. Hill Ave. does not include a 7' drive lane. S. Hill will also have an additional 1' of driveway width to accommodate bus traffic per comments made by planning staff during the conceptual and pre-application meetings.

Parking Stall Site Data Table

SITE DATA			
OVERALL SITE AREA		167,749 S.F.	3.85 AC
PARKING SPACES		REQUIRED	PROVIDED
STANDARD PARKING STALLS		341	345
COMPACT PARKING STALLS		188	192
ADA PARKING STALLS		11	11
TOTAL		540	548
PROVIDED ON-SITE PARKING SPACE BY LEVEL	STANDARD PARKING STALLS	COMPACT PARKING STALLS	ADA PARKING STALLS
LEVEL B1	59	33	--
LEVEL 01	52	21	4
LEVEL 02	52	26	2
LEVEL 03	52	26	2
LEVEL04	52	27	1
LEVEL 05	52	27	1
LEVEL 06	26	32	1
TOTAL	345	192	11

NOTE: 827 BEDS ARE BEING PROVIDED ON-SITE. A PARKING REDUCTION OF 287 SPACES (124 BECAUSE OF PROXIMITY TO A BUS STOP, 80 BECAUSE MOTORCYCLE PARKING WILL BE PROVIDED, AND 83 BECAUSE BIKE PARKING WILL BE PROVIDED) IS BEING APPLIED.

RE: VERVE Student Housing Project – ROW Administrative Determination

Should you or anyone else at the city have any comments or questions regarding this request, please feel free to reach out at any time.

Sincerely,
McClelland Consulting Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'A. B. Osweiler'.

Adam B. Osweiler PE
Senior Project Manager



(479) 443.2377

aosweiler@mce.us.com

November 26, 2024



Planning Commission
City of Fayetteville
125 West Mountain Street
Fayetteville, AR. 72701

RE: VERVE Student Housing Project – Variance Request Letter (LSD-2024-0029)

Planning Commissioners,

This letter serves as a formal variance request for the proposed 3.85-acre residential development at S. Hill Avenue and W. Treadwell Street.

We are requesting two (2) variances from City code for the development with the Planning Department's support. Below are the variances requested, along with information pertinent to the variance to be considered by the Planning Commission, and references of the specific section of the Unified Development Code proposed to be varied.

Variance Request #1: UDC 166.23.C.4.a Ground Level Dwelling Unit Entries

This request is relative to a few of the "ground level" units located on the perimeter of the project. There are a total of 18 units that would be considered ground level per the Unified Development Code and therefore require a direct connection to the adjacent sidewalk. We are able to provide the development code-required direct connection to 10 dwelling units as indicated on the diagram plans attached that easily provide this connection. *Also refer to rendering on page 7 of the lsd elevation submittal document for the typical street experience.*

However, there are eight dwelling units located around the block that due to existing grade, topography and our Grade Plan Determination as approved by the Building Official, are not feasible or practical to provide the direct connection as a stoop. *Refer to the building section diagram on the attached image.* These ground level dwelling units that we are requesting a variance for are on average 7'-8' above the sidewalk level. We are providing patios at these locations that are perched above the sidewalk, so there is still a strong visual connection to the urban way.

Variance Request #2: UDC 166.08.D.5 MSP Street Standards

Currently, off-street parking is located along the south side of W. Putman Street, rendering on-street parking on this side unnecessary. To maintain the functionality of this existing parking, the

RE: VERVE Student Housing Project – Variance Request Letter

proposed plan includes a 7-foot-wide parking lane on the north side of W. Putman Street. Refer to the ROW Determination Letter and LSD site plan for reference.

To achieve the required minimum drive widths, additional ROW dedication is proposed on the north side of W. Putman Street due to the limited 10.63 feet of asphalt paving south of the centerline. Accordingly, this project requests a ROW dedication of 29.5 feet (instead of the standard 26 feet), which will allow for two full traffic lanes (19 feet total) along with the proposed on-street parking. The request would be for an additional 3.5' of ROW dedication to achieve an adequate street section and reflect the MSP intent for Residential Link streets.

Due to the fire marshal's requirement for two aerial fire apparatus access roadways along the property's perimeter, both street sections on S. Duncan and S. Hill must be modified to provide a 26-foot-wide clear zone for vehicle maneuverability and firefighting operations. To accommodate this, the greenspace currently planned behind the curb must be relocated. Tree wells and landscaping will now be positioned directly adjacent to the edge of the right-of-way, enabling fire trucks to travel along a 26-foot wide drive and set up anchor points along the sidewalk as needed.

Should you or anyone else at the city have any comments or questions regarding this request, please feel free to reach out at any time.

Sincerely,
McClelland Consulting Engineers, Inc.

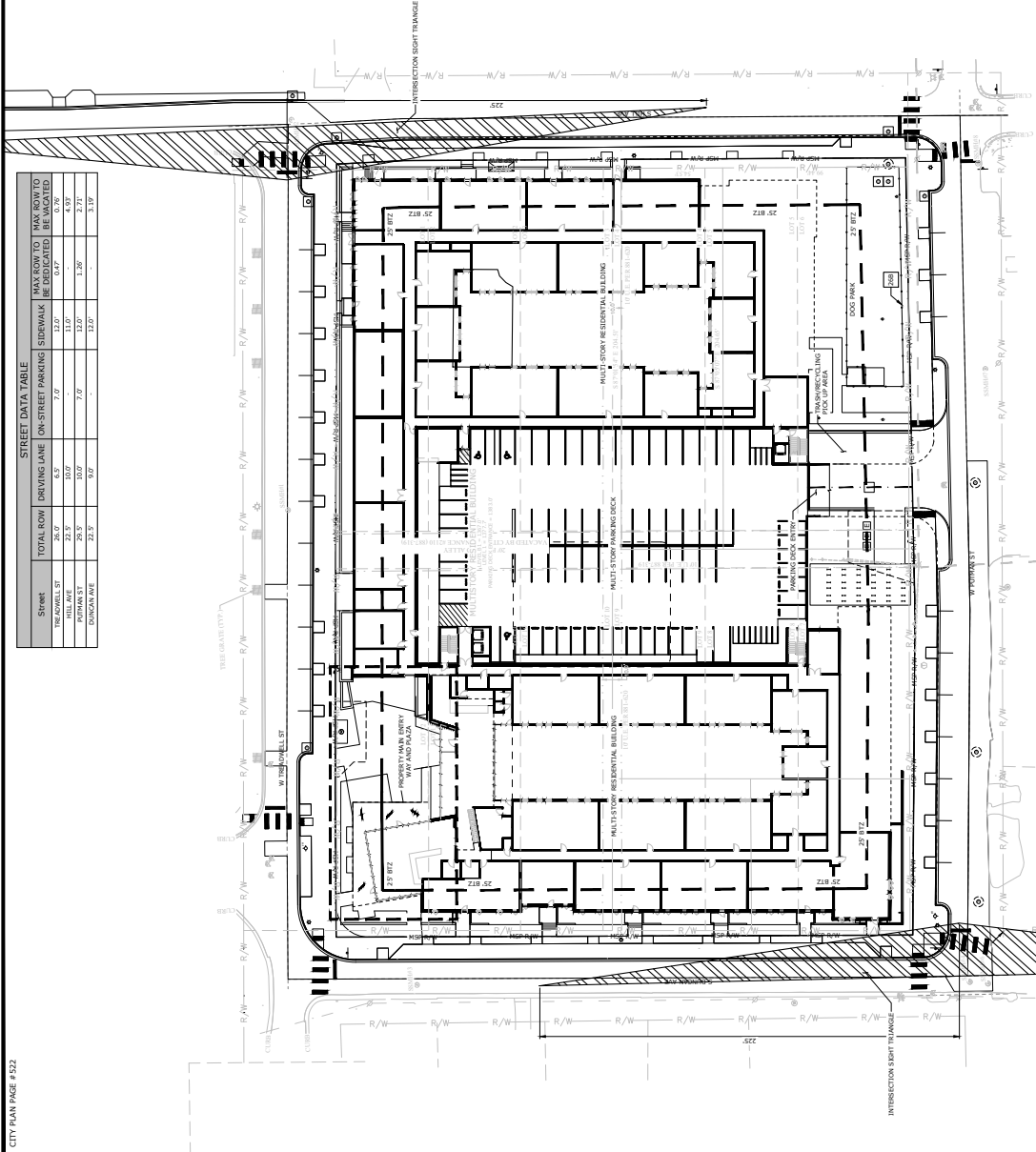


Adam B. Osweiler PE
Senior Project Manager



(479) 443.2377
aosweiler@mce.us.com

STREET DATA TABLE						
Street	TOTAL ROW	DRIVING LANE	ON-STREET PARKING	SIDEWALK	MAX ROW TO BE DEDICATED	MAX ROW TO MAX ROW TO BE DEDICATED
THE ADWELL ST	26.0'	6.5'	7.0'	12.0'	0.76'	
HILL AVE	22.5'	10.0'	-	11.0'	-	4.93'
POPMAN ST	29.5'	10.0'	7.0'	12.0'	1.26'	2.71'
DUNCAN AVE	22.5'	9.0'	-	12.0'	-	3.19'



STANDARD PARKING SPACES	COMPACT PARKING SPACES	ADA PARKING SPACES
42	49	3
LEVEL 01		
35	20	3
LEVEL 02		
55	3	3
LEVEL 03		
58	23	2
LEVEL 04		
53	24	-
LEVEL 05		
33	37	-
LEVEL 06		
347	193	11
TOTAL		
347	193	11
STANDARD PARKING SPACES	REQUIRED	PROVIDED
22	22	108
STANDARD PARKING SPACES	REQUIRED	PROVIDED
9	9	25
STANDARD PARKING SPACES	REQUIRED	PROVIDED
25	25	25

PARKING SPACES		
PARKING DECK SPACES	REQUIRED	PROVIDED
STANDARD PARKING STALLS	341	372
COMPACT PARKING STALLS	188	193
ADA PARKING STALLS	11	11
TOTAL	540	576

UNIT MIX		
UNIT TYPE	QUANTITY	BEDS
1 BEDROOM	29	29
2 BEDROOM	76	152
3 BEDROOM	2	6
4 BEDROOM	165	660

[illegible]

SITE COVERAGE DATA	
OVERALL SITE AREA	167,749 S.F.
AREA OUTSIDE THE ROW	128,754 S.F.
LAND COVER	AREA (SQFT) PERCENTAGE
IMPERVIOUS AREA OUTSIDE THE ROW	104,356 S.F. 81.1%
PREVIOUS	24,398 S.F. 18.9%

CITY PLAN PAGE #522

SITE PLAN -
INTERSECTION
SIGHT
TRIANGLES

REV	
DATE	

SM



LARGE SCALE DEVELOPMENT
VERVE - STUDENT HOUSING
735 W TREADWELL ST
FAYETTEVILLE, ARKANSAS

ORIGINAL SIGNATURE ON FILE

PRELIMINARY
NOT FOR
CONSTRUCTION

GENERAL SITE NOTES

- [illegible]

PROPOSED LEGEND

- | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| OUTLET | TRAP | W/BACK CONSTRUCTION BARRIER | THRESHOLD | CONCRETE SIDEWALK | CONCRETE PAVEMENT | PAINTED / THERMOPLASTIC STRIPING | FINISH | SPALL PATCH | FLARED END SECTION | SANITARY SEWER MANHOLE | PARKING STALL CONTROL | BUILDING CONTROL POINT | FIRE DEPARTMENT CONNECTION | FIRE HYDRANT | POST INDICATOR VALVE | WATER METER | POWER TOLERANCE POLE & GUY | LIGHT POLE | ELECTRICAL TRANSFORMER | ELECTRICAL POSTAL | TELEPHONE POSTAL |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

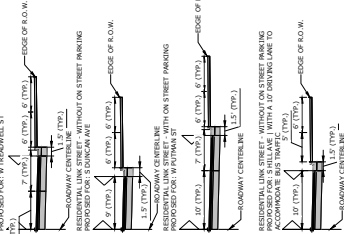
221 BUS STOP | PER TRANSIT C

- [illegible]

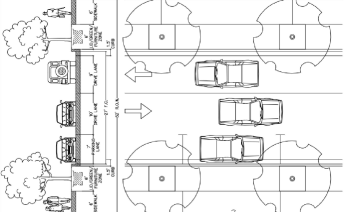
PLAN SCALE



PROPOSED ROADWAY RIGHT-OF-WAY SECTIONS

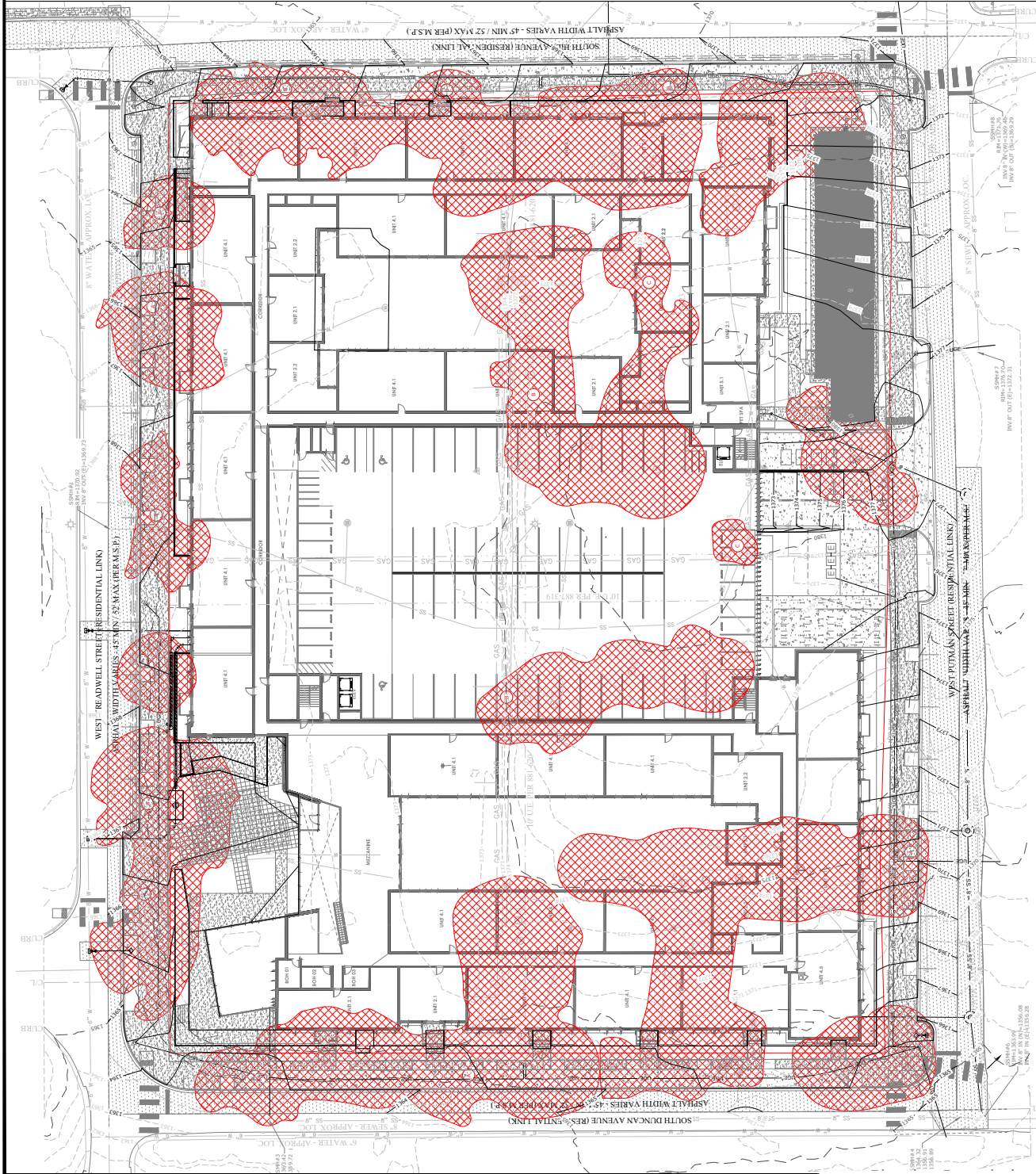


FOR REFERENCE ONLY:
CITY OF FAYETTEVILLE TYPICAL STREET CROSS SECTION - RESIDENTIAL LINK STREET
FOR MORE INFORMATION SEE PROPOSED STREET CROSS SECTIONS ABOVE.



PLAN SCALE

CITY PLAN PAGE # 522

[illegible]

TREE
PRESERVATION
PLAN

DESIGNED BY: LM	DRAWN BY: LM
DATE: 2/2/2024	REVISION: ----
SCALE: AS NOTED	JOB NUMBER: 24-2129

6.0	6.0
-----	-----



LARGE SCALE DEVELOPMENT
VERVE - STUDENT HOUSING
735 W TREADWELL ST
FAYETTEVILLE, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

MCE MAINTENANCE & CONSTRUCTION
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
[HTTP://WWW.MCEUS.COM](http://www.mceus.com)

[illegible]

EXISTING CONDITIONS NOTES

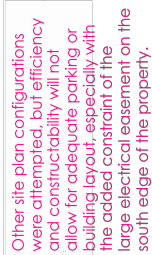
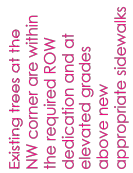
SIGNIFICANT GRADE CHANGE FROM PROPERTY TO THE STREET GRADE. SEVERAL FEET OF CUT WILL BE REQUIRED TO REDEVELOP THE SITE.

EXISTING TREES ADJACENT TO THE EXISTING WALLS ARE RECOMMENDED TO BE REMOVED DUE TO THE REQUIRED EXCAVATION FOR THE REDEVELOPMENT OF THE PROPERTY.

TREES LOCATED IN THE INTERIOR OF THE SITE ARE RECOMMENDED FOR REMOVAL. PRESERVATION WOULD NOT BE CONSIDERABLE FOR THE REDEVELOPMENT OF THE PROPERTY. FURTHERMORE MANY TREES IN THIS AREA ARE OF LOWER VALUE, BOTH SPECIES AND HEALTH RELATED.

PROPOSED | FGENC

THIS COPY TO BE REMOVED



TREE
PRESERVATION
SKETCHES

DESIGNED BY:	LM	DRAWN BY:	LM
DATE:	12/2/2024	REVISION:	----
SCALE:	AS NOTED	JOB NUMBER:	24-2129

C6.2



LARGE SCALE DEVELOPMENT
VERVE - STUDENT HOUSING
735 W TREADWELL ST
FAYETTEVILLE, ARKANSAS

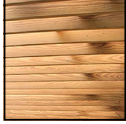
PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE



north elevation

MATERIAL LEGEND



BRICK

METAL PANEL

ALUMINUM FIN

PICKET RAIL
(BALCONY)

FIBER CEMENT
BOARD
(LAP)

COLOR SELECTIONS





Verve Fayetteville : Large Scale Development - Submission #3 (2024.11.20)

south elevation

MATERIAL LEGEND



BRICK



METAL PANEL



ALUMINUM FIN



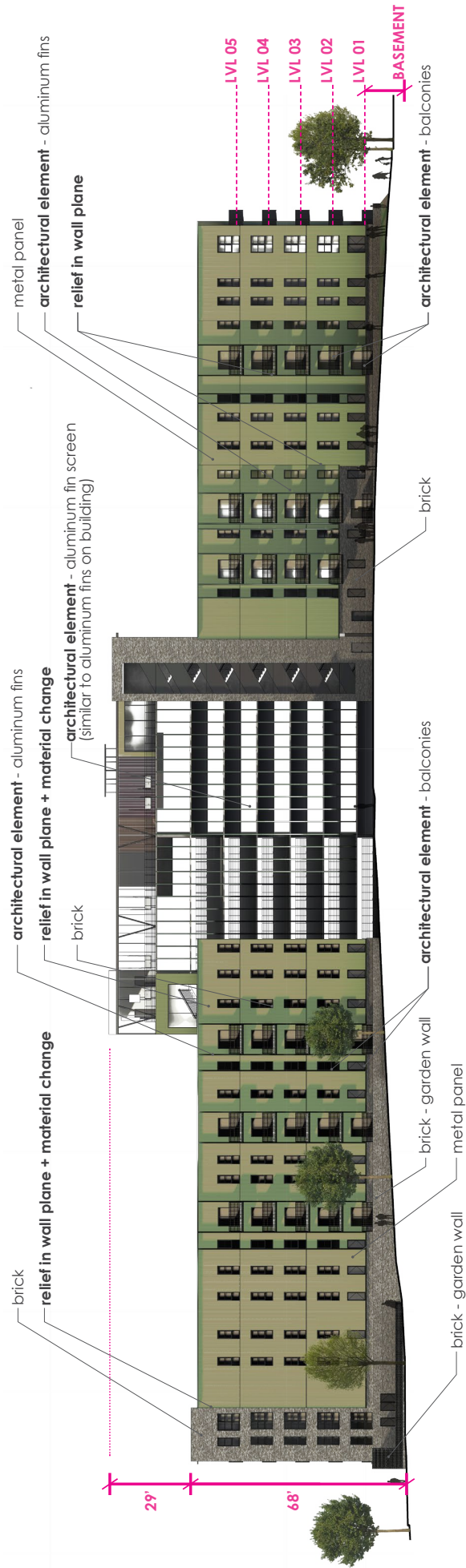
PICKET RAIL
(BALCONY)



FIBER CEMENT
BOARD
(LAP)

INTERIOR COURTYARDS +
ACCENT LOCATIONS

COLOR SELECTIONS



east elevation

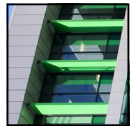
MATERIAL LEGEND



BRICK



METAL PANEL



ALUMINUM FIN



PICKET RAIL
(BALCONY)



FIBER CEMENT
BOARD
(LAP)

INTERIOR COURTYARDS +
ACCENT LOCATIONS

COLOR SELECTIONS



Verve Fayetteville : Large Scale Development - Submission #3 (2024.11.20)

west elevation

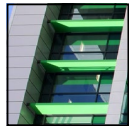
MATERIAL LEGEND



BRICK



METAL PANEL



ALUMINUM FIN



PICKET RAIL
(BALCONY)

INTERIOR COURTYARDS +
ACCENT LOCATIONS



FIBER CEMENT
BOARD
(LAP)

COLOR SELECTIONS



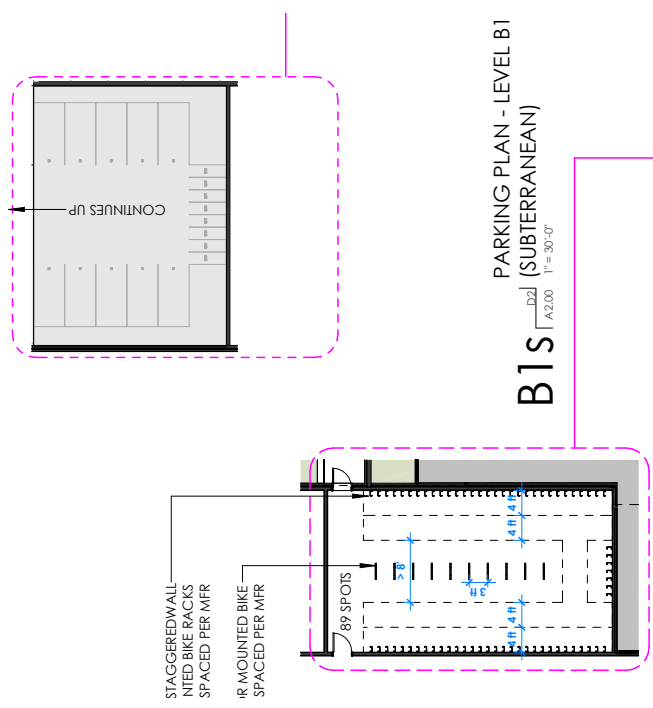
parking plans

PARKING SCHEDULE - TOTALS BY LEVEL AND TYPE

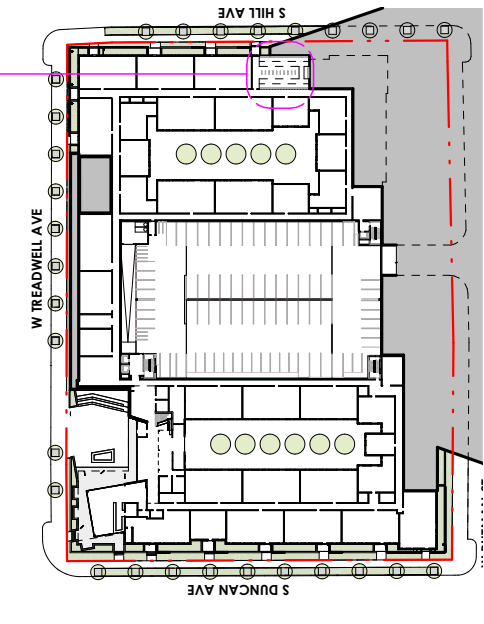
QTY	DESCRIPTION	WIDTH	DEPTH	PARKING LEVEL
LEVEL B1				
19	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL B1
38	COMPACT	7.5 ft	15 ft	LEVEL B1
45	STANDARD	9 ft	19 ft	LEVEL B1
2	ADA - TYPICAL	8 ft	19 ft	LEVEL B1
1	ADA - VAN	8 ft	19 ft	LEVEL B1
LEVEL 01				
9	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 01
21	COMPACT	7.5 ft	15 ft	LEVEL 01
55	STANDARD	9 ft	19 ft	LEVEL 01
2	ADA - TYPICAL	8 ft	19 ft	LEVEL 01
1	ADA - VAN	8 ft	19 ft	LEVEL 01
LEVEL 02				
10	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 02
21	COMPACT	7.5 ft	15 ft	LEVEL 02
55	STANDARD	9 ft	19 ft	LEVEL 02
3	ADA - TYPICAL	8 ft	19 ft	LEVEL 02
LEVEL 03				
18	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 03
21	COMPACT	7.5 ft	15 ft	LEVEL 03
54	STANDARD	9 ft	19 ft	LEVEL 03
2	ADA - TYPICAL	8 ft	19 ft	LEVEL 03
LEVEL 04				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 04
23	COMPACT	7.5 ft	15 ft	LEVEL 04
55	STANDARD	9 ft	19 ft	LEVEL 04
LEVEL 05				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 05
23	COMPACT	7.5 ft	15 ft	LEVEL 05
55	STANDARD	9 ft	19 ft	LEVEL 05
LEVEL 06				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 06
23	COMPACT	7.5 ft	15 ft	LEVEL 06
55	STANDARD	9 ft	19 ft	LEVEL 06

NG SCHEDULE - TOTALS BY TYPE

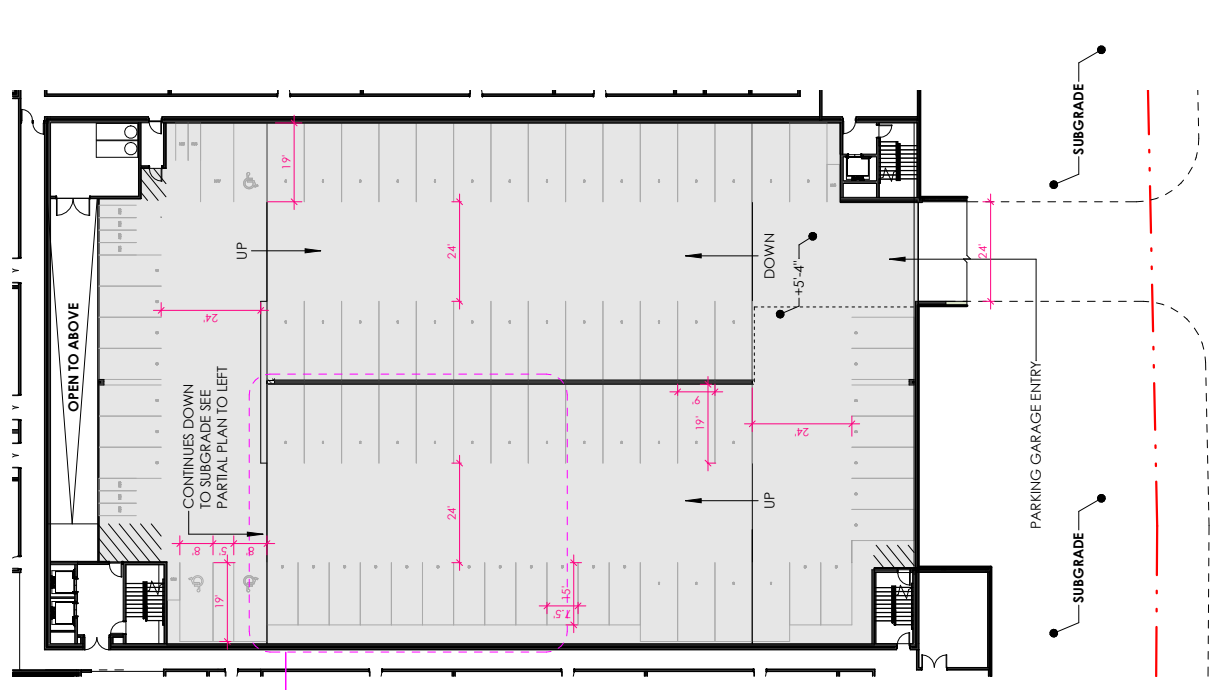
QTY	DESCRIPTION	WIDTH	DEPTH	ACCESS AISLE COMMENTS
107	MOTORCYCLE / SCOOTER	3 ft	9 ft	
170	COMPACT	7.5 ft	15 ft	
348	STANDARD	9 ft	19 ft	
9	ADA - TYPICAL	8 ft	19 ft	8' ACCESS AISLE WHEN SHARED W/ ADA VAN
2	ADA - VAN	8 ft	19 ft	8 ft



PARKING PLAN - LEVEL B1 (SUBTERRANEAN)
B1S [D2] A2.00 1"=30'-0"



FLOOR PLAN - LEVEL B1 (BASEMENT)
B1.B1 [D2] A2.00 1"=100'-0"



PARKING PLAN - LEVEL B1 (BASEMENT)
B1 [D2] A2.00 1"=30'-0"

parking plans

PARKING SCHEDULE - TOTALS BY LEVEL AND TYPE

QTY	DESCRIPTION	WIDTH	DEPTH	PARKING LEVEL
LEVEL B1				
19	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL B1
38	COMPACT	7.5 ft	15 ft	LEVEL B1
45	STANDARD	9 ft	19 ft	LEVEL B1
2	ADA - TYPICAL	8 ft	19 ft	LEVEL B1
1	ADA - VAN	8 ft	19 ft	LEVEL B1

LEVEL 01				
9	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 01
21	COMPACT	7.5 ft	15 ft	LEVEL 01
55	STANDARD	9 ft	19 ft	LEVEL 01
2	ADA - TYPICAL	8 ft	19 ft	LEVEL 01
1	ADA - VAN	8 ft	19 ft	LEVEL 01

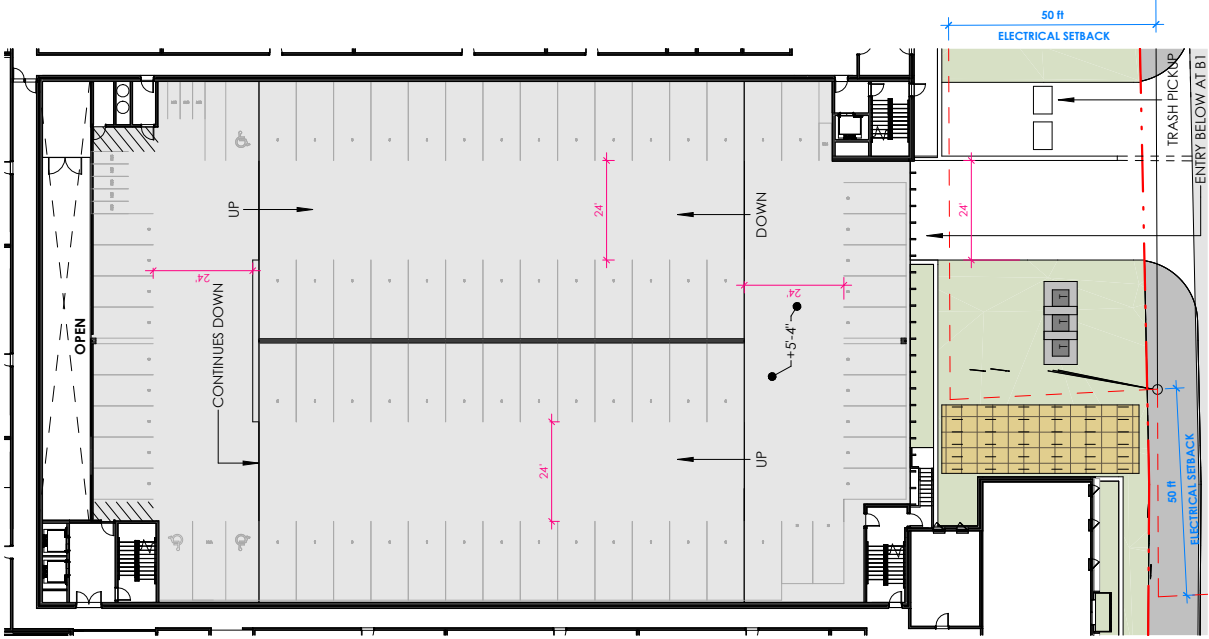
LEVEL 02				
10	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 02
21	COMPACT	7.5 ft	15 ft	LEVEL 02
55	STANDARD	9 ft	19 ft	LEVEL 02
3	ADA - TYPICAL	8 ft	19 ft	LEVEL 02

LEVEL 03				
18	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 03
21	COMPACT	7.5 ft	15 ft	LEVEL 03
54	STANDARD	9 ft	19 ft	LEVEL 03
2	ADA - TYPICAL	8 ft	19 ft	LEVEL 03
LEVEL 04				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 04
23	COMPACT	7.5 ft	15 ft	LEVEL 04
55	STANDARD	9 ft	19 ft	LEVEL 04

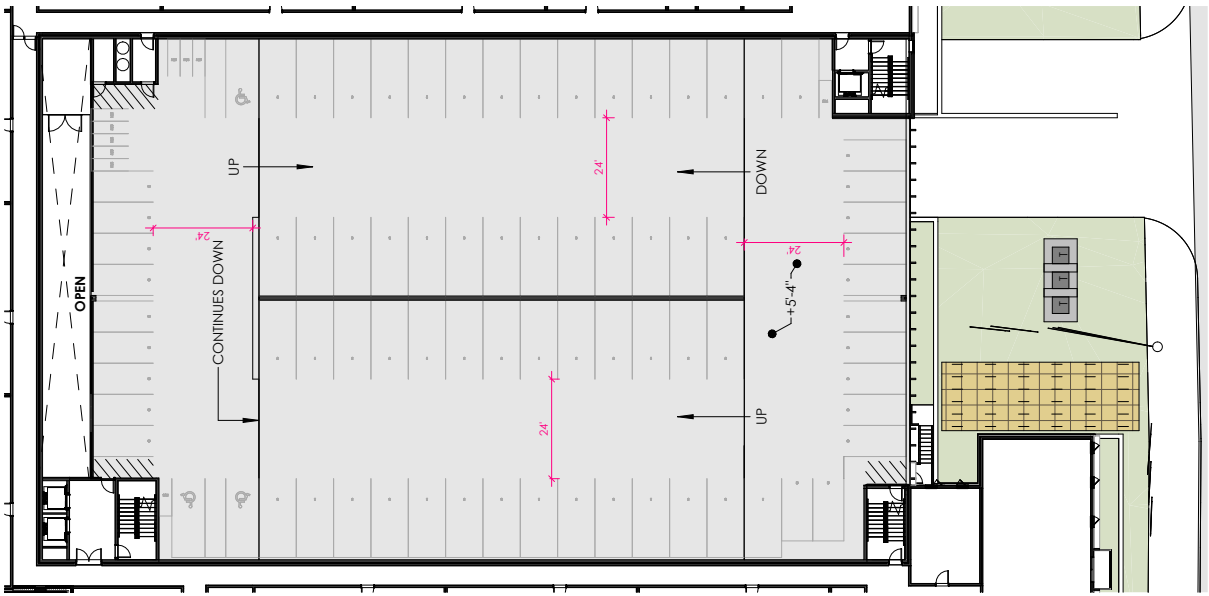
LEVEL 05				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 05
23	COMPACT	7.5 ft	15 ft	LEVEL 05
55	STANDARD	9 ft	19 ft	LEVEL 05
LEVEL 06				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 06
	COMPACT	7.5 ft	15 ft	LEVEL 06
	STANDARD	9 ft	19 ft	LEVEL 06

NG SCHEDULE - TOTALS BY TYPE

QTY	DESCRIPTION	WIDTH	DEPTH	ACCESS AISLE COMMENTS
107	MOTORCYCLE / SCOOTER	3 ft	9 ft	
170	COMPACT	7.5 ft	15 ft	
348	STANDARD	9 ft	19 ft	
9	ADA - TYPICAL	8 ft	19 ft	8' ACCESS AISLE WHEN SHARED W/ ADA VAN
2	ADA - VAN	8 ft	19 ft	8 ft



01 PARKING PLAN - LEVEL 01
A2.00 1"=30'-0"



02 PARKING PLAN - LEVEL 02
A2.00 1"=30'-0"

parking plans

PARKING SCHEDULE - TOTALS BY LEVEL AND TYPE

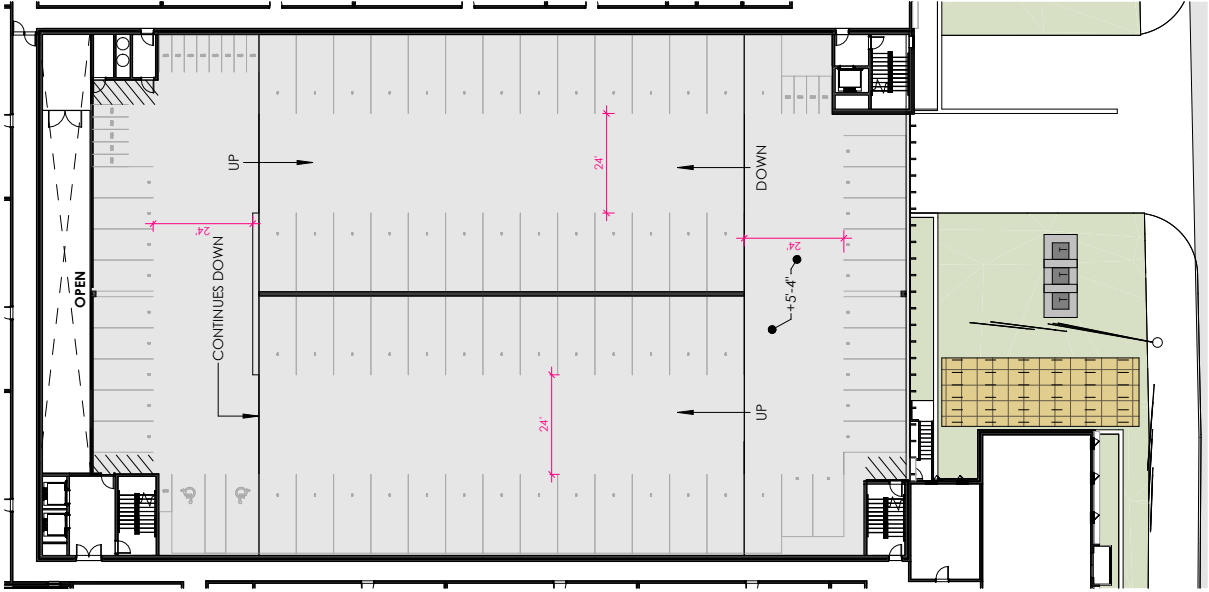
QTY	DESCRIPTION	WIDTH	DEPTH	PARKING LEVEL
LEVEL B1				
19	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL B1
38	COMPACT	7.5 ft	15 ft	LEVEL B1
45	STANDARD	9 ft	19 ft	LEVEL B1
2	ADA - TYPICAL	8 ft	19 ft	LEVEL B1
1	ADA - VAN	8 ft	19 ft	LEVEL B1
LEVEL 01				
9	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 01
21	COMPACT	7.5 ft	15 ft	LEVEL 01
55	STANDARD	9 ft	19 ft	LEVEL 01
2	ADA - TYPICAL	8 ft	19 ft	LEVEL 01
1	ADA - VAN	8 ft	19 ft	LEVEL 01
LEVEL 02				
10	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 02
21	COMPACT	7.5 ft	15 ft	LEVEL 02
55	STANDARD	9 ft	19 ft	LEVEL 02
3	ADA - TYPICAL	8 ft	19 ft	LEVEL 02

LEVEL 03				
18	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 03
21	COMPACT	7.5 ft	15 ft	LEVEL 03
54	STANDARD	9 ft	19 ft	LEVEL 03
2	ADA - TYPICAL	8 ft	19 ft	LEVEL 03
LEVEL 04				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 04
23	COMPACT	7.5 ft	15 ft	LEVEL 04
55	STANDARD	9 ft	19 ft	LEVEL 04

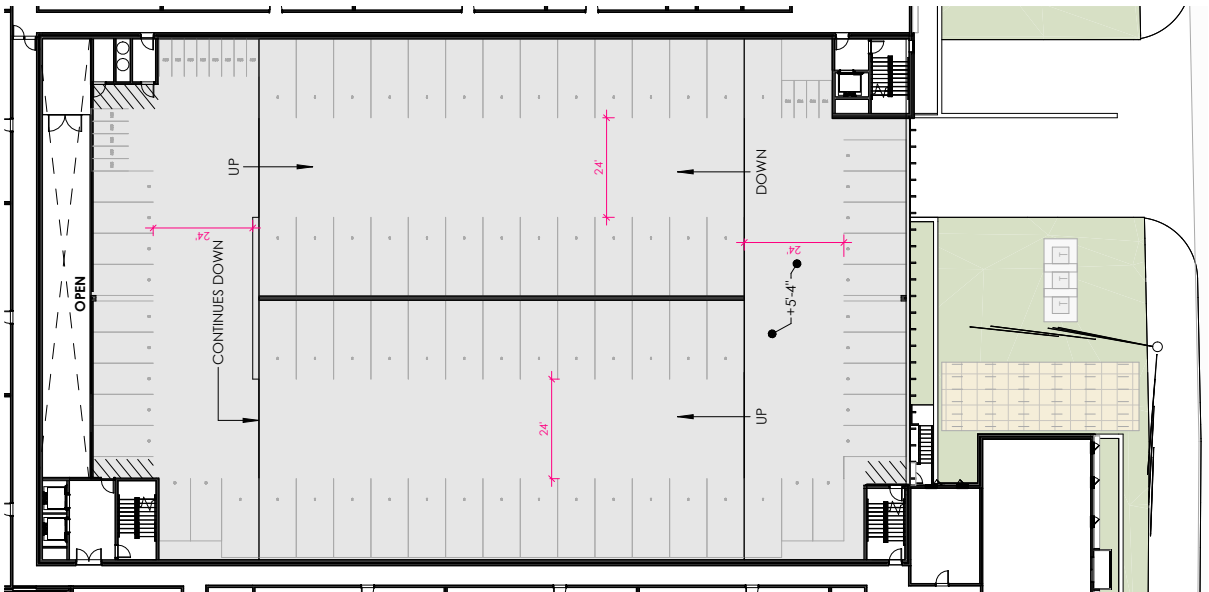
LEVEL 05				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 05
23	COMPACT	7.5 ft	15 ft	LEVEL 05
55	STANDARD	9 ft	19 ft	LEVEL 05
LEVEL 06				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 06
	COMPACT	7.5 ft	15 ft	LEVEL 06
	STANDARD	9 ft	19 ft	LEVEL 06

NG SCHEDULE - TOTALS BY TYPE

QTY	DESCRIPTION	WIDTH	DEPTH	ACCESS AISLE COMMENTS
107	MOTORCYCLE / SCOOTER	3 ft	9 ft	
170	COMPACT	7.5 ft	15 ft	
348	STANDARD	9 ft	19 ft	
9	ADA - TYPICAL	8 ft	19 ft	5 ft 8' ACCESS AISLE WHEN SHARED W/ ADA VAN
2	ADA - VAN	8 ft	19 ft	8 ft



03 | PARKING PLAN - LEVEL 03



04 | PARKING PLAN - LEVEL 04

parking plans

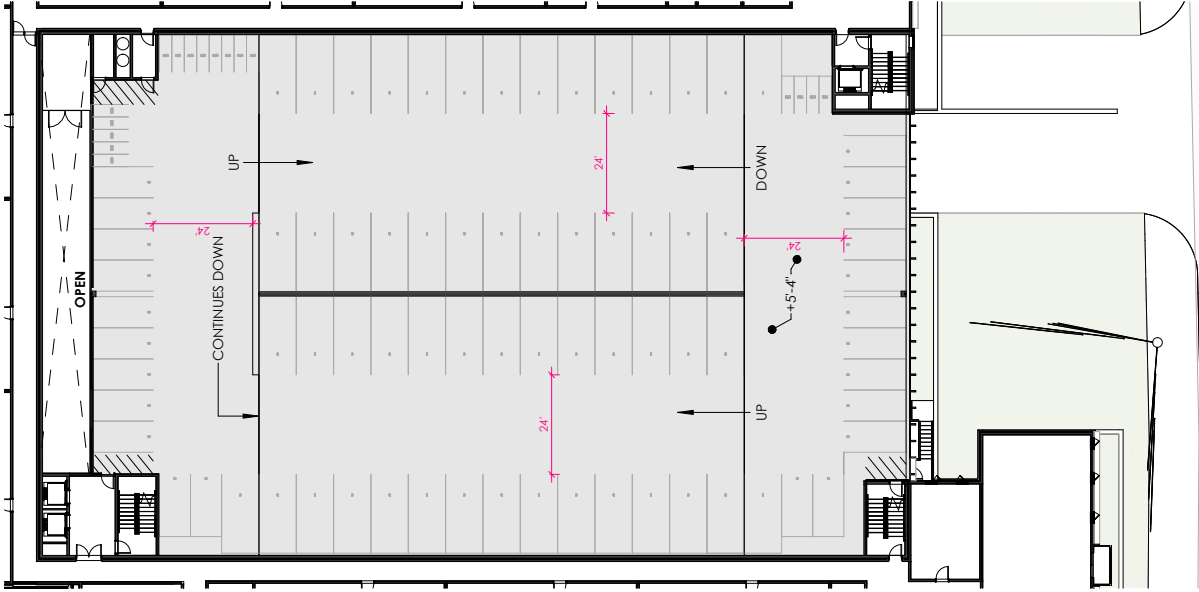
PARKING SCHEDULE - TOTALS BY LEVEL AND TYPE

QTY	DESCRIPTION	WIDTH	DEPTH	PARKING LEVEL
LEVEL B1				
19	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL B1
38	COMPACT	7.5 ft	15 ft	LEVEL B1
45	STANDARD	9 ft	19 ft	LEVEL B1
2	ADA - TYPICAL	8 ft	19 ft	LEVEL B1
1	ADA - VAN	8 ft	19 ft	LEVEL B1
LEVEL 01				
9	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 01
21	COMPACT	7.5 ft	15 ft	LEVEL 01
55	STANDARD	9 ft	19 ft	LEVEL 01
2	ADA - TYPICAL	8 ft	19 ft	LEVEL 01
1	ADA - VAN	8 ft	19 ft	LEVEL 01
LEVEL 02				
10	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 02
21	COMPACT	7.5 ft	15 ft	LEVEL 02
55	STANDARD	9 ft	19 ft	LEVEL 02
3	ADA - TYPICAL	8 ft	19 ft	LEVEL 02
LEVEL 03				
18	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 03
21	COMPACT	7.5 ft	15 ft	LEVEL 03
54	STANDARD	9 ft	19 ft	LEVEL 03
2	ADA - TYPICAL	8 ft	19 ft	LEVEL 03
LEVEL 04				
17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 04
23	COMPACT	7.5 ft	15 ft	LEVEL 04
55	STANDARD	9 ft	19 ft	LEVEL 04

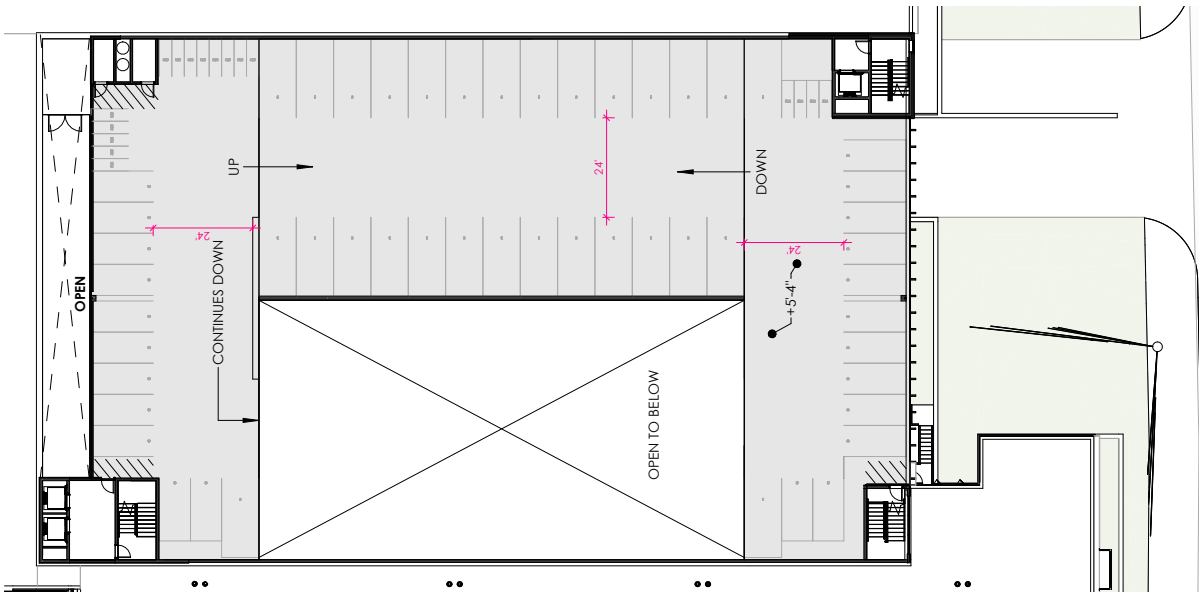
LEVEL 05	17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 05
LEVEL 05	23	COMPACT	7.5 ft	15 ft	LEVEL 05
	55	STANDARD	9 ft	19 ft	LEVEL 05
LEVEL 06	17	MOTORCYCLE / SCOOTER	3 ft	9 ft	LEVEL 06
LEVEL 06	23	COMPACT	7.5 ft	15 ft	LEVEL 06
	55	STANDARD	9 ft	19 ft	LEVEL 06

NG SCHEDULE - TOTALS BY TYPE

QTY	DESCRIPTION	WIDTH	DEPTH	ACCESS AISLE COMMENTS
107	MOTORCYCLE / SCOOTER	3 ft	9 ft	
170	COMPACT	7.5 ft	15 ft	
348	STANDARD	9 ft	19 ft	
9	ADA - TYPICAL	8 ft	19 ft	5 ft 8' ACCESS AISLE WHEN SHARED W/ ADA VAN
2	ADA - VAN	8 ft	19 ft	8 ft



05 | PARKING PLAN - LEVEL 05



06 | PARKING PLAN - LEVEL 06

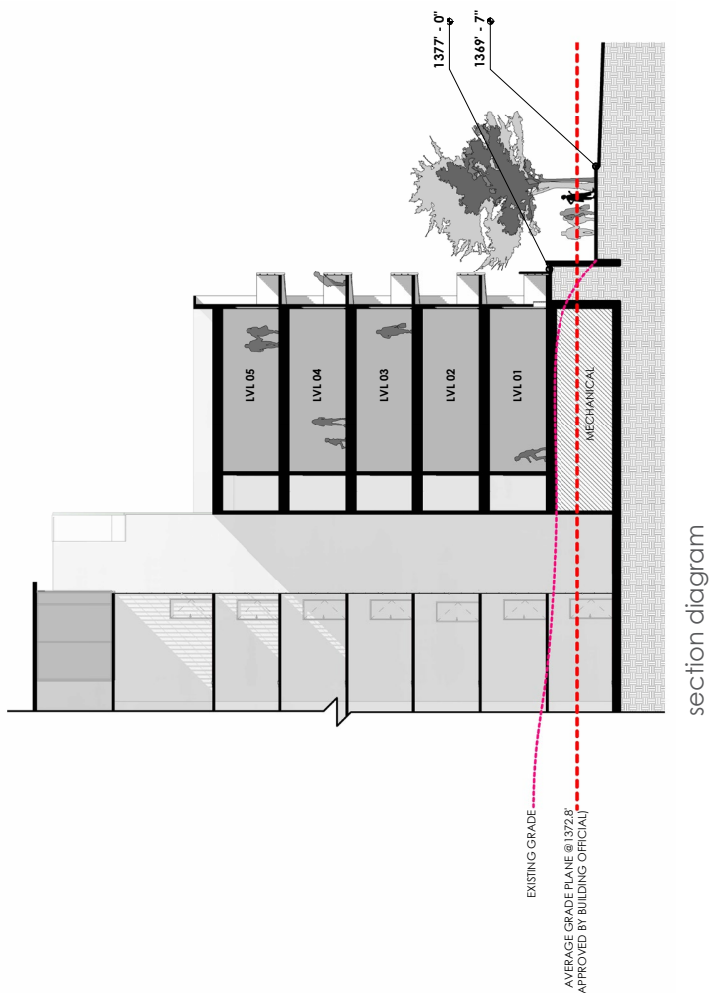
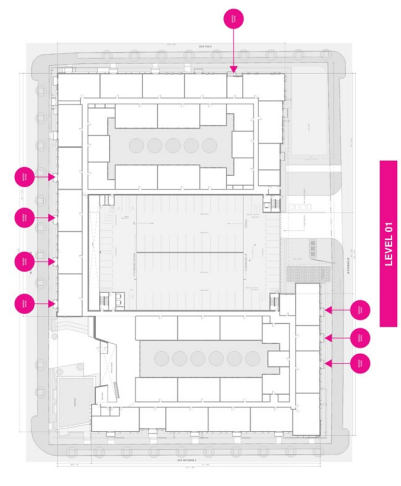
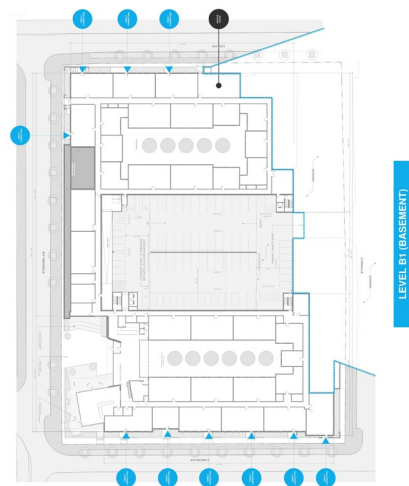
VARIANCE REQUEST : GROUND LEVEL DWELLING UNIT ENTRIES

This request is relative to a few of the "ground level" units located on the perimeter of the project. There are a total of (18) units that would be considered ground level per the Unified Development Code and therefore require a direct connection to the adjacent sidewalk.

We are able to provide the development code-required direct connection to **(10) dwelling units** as indicated on the diagram plans that easily provide this connection. Also, refer to rendering on page 7 for the typical street experience.

However, there are **(8) dwelling units** located around the block that due to existing grade, topography and our Grade Plane Determination as approved by the Building Official are not feasible or practical to provide the direct connection as a stoop. Refer to building section diagram to the right.

These ground level dwelling units that we are requesting a variance for are on average 7-8' above the sidewalk level. We are providing patios at these locations that are perched above the sidewalk, so there is still a strong visual connection to the urban way.



Verve Fayetteville : **Large Scale Development - Submission #3 (2024.11.20)**

subtext + modus studio

view of entry plaza looking south-east



Verve Fayetteville : Large Scale Development - Submission #3 (2024.11.20)

subtext + modus studio

view of unit entries along duncan ave



ROADWAY REQUEST : POTENTIAL FUTURE PIAZZA AT INTERSECTION

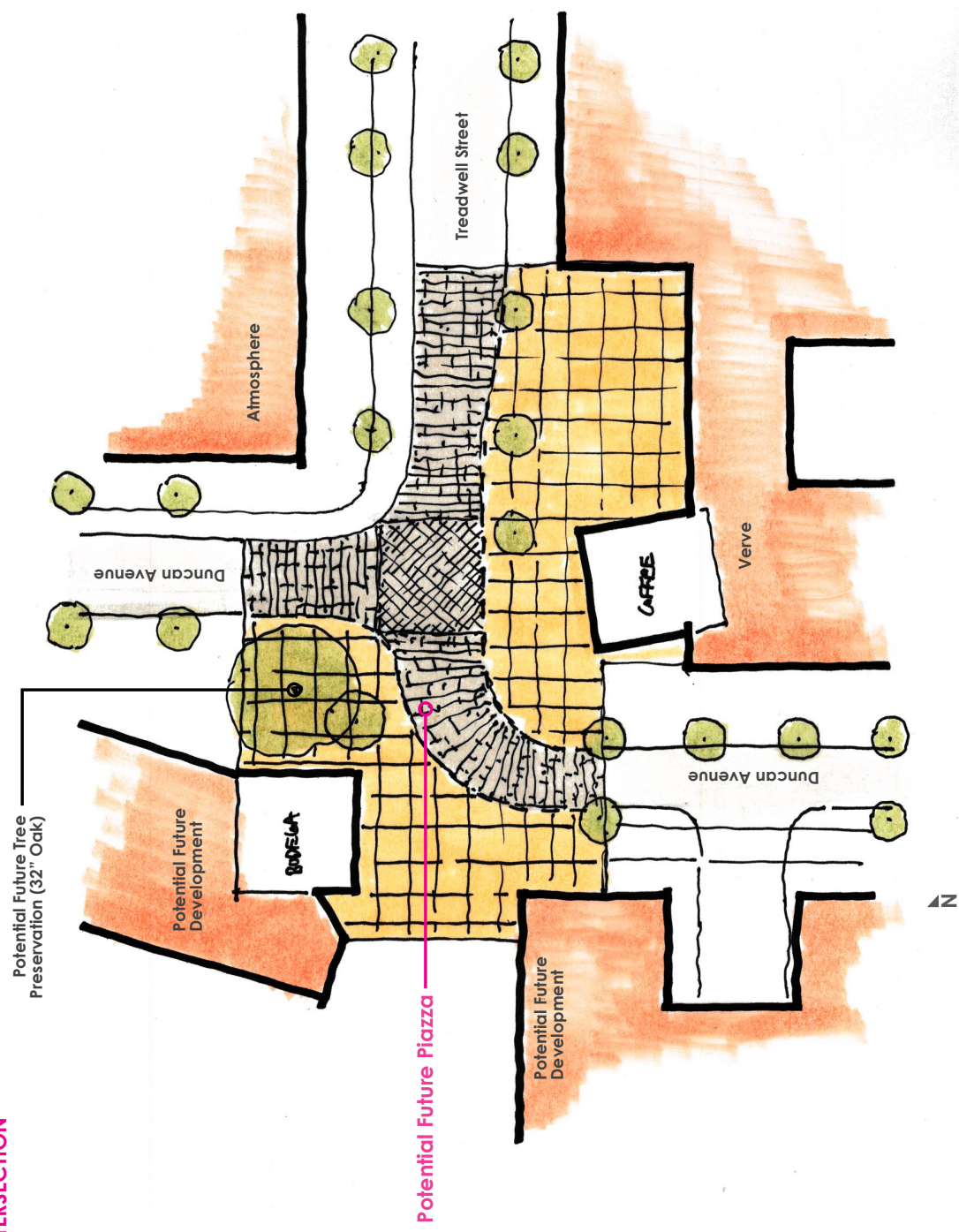
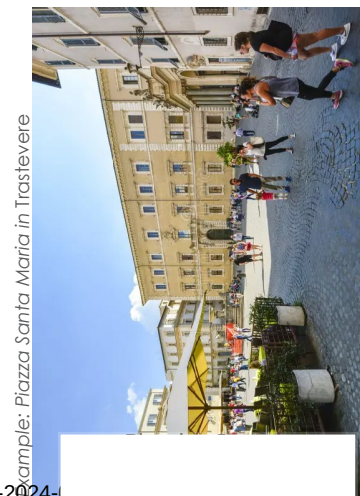
The overall planning goal is to develop a safer and more thoughtful intersection capable of handling pedestrians, bicycles, and autos all together in a piazza. This format would allow for a mixture of pavers, stamped concrete, bollards, lighting, etc. to create a unique experience at this location that would be akin to european examples that successfully accomplish this intermingling of modes of transportation and placemaking.

Our request is to not implement any roadway realignments at this time and to let the Verve project maintain the simple block geometry that exists. We do not favor any design or realignments that would speed up vehicles moving through the intersection as the total population of the neighborhood will be increasing and people will be moving toward the university in various modes of transportation.

In the near future, when the additional project to the west begins the design + development process, there is an opportunity to generate a more cohesive intersection design.

This concept, when realized, will generate a safer and more urban experience capable of handling the additional 1800+ students in the area.

LSD-2024-

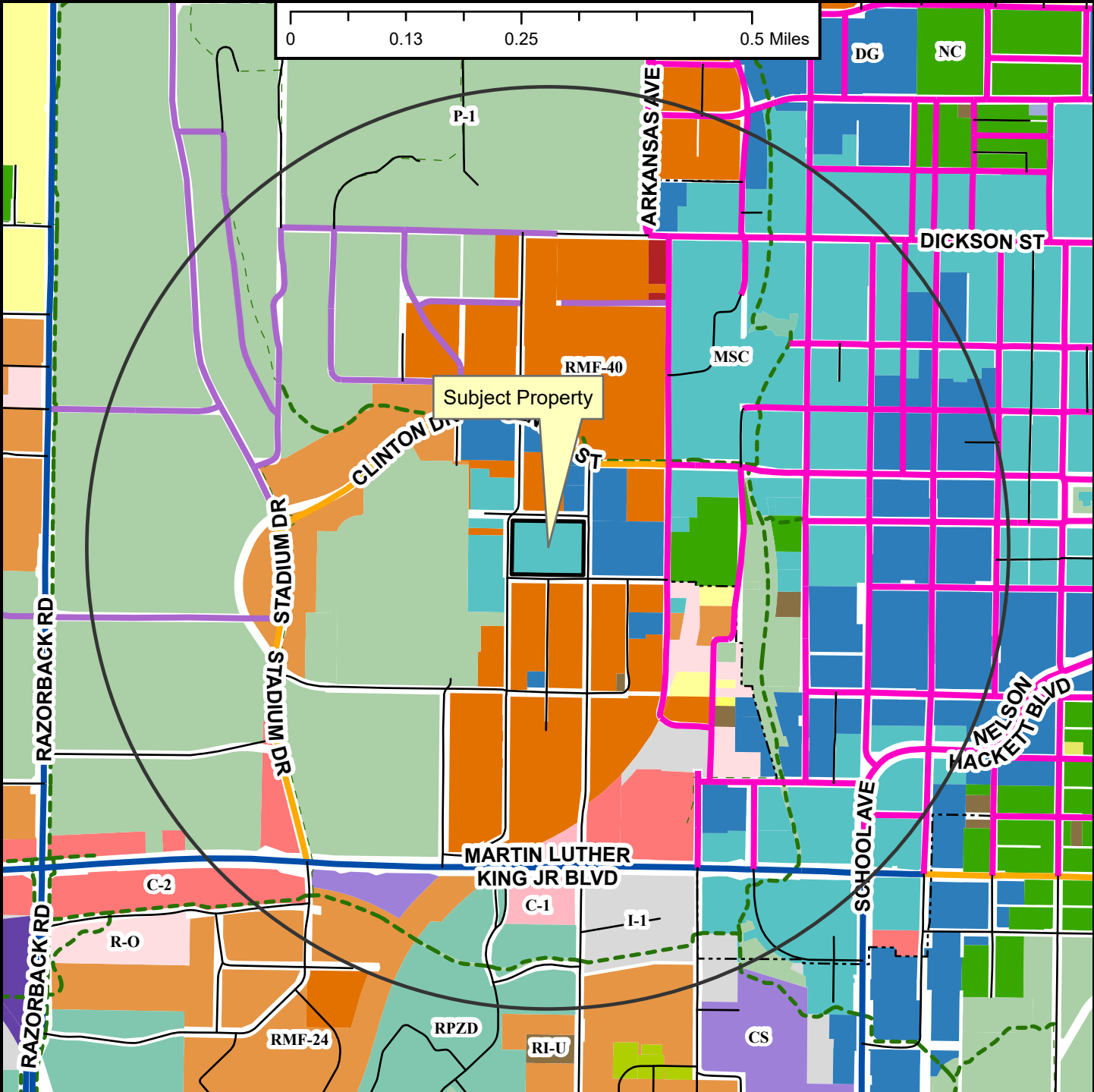


LSD-2024-0029

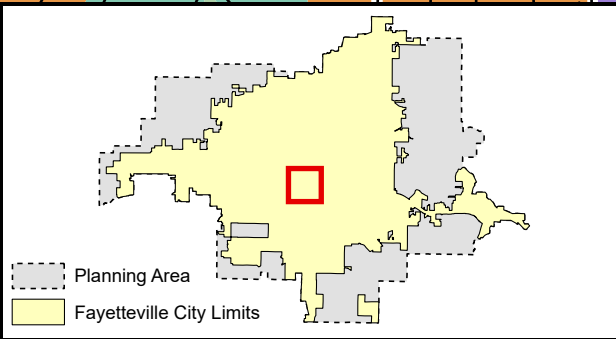
One Mile View

One Mile View

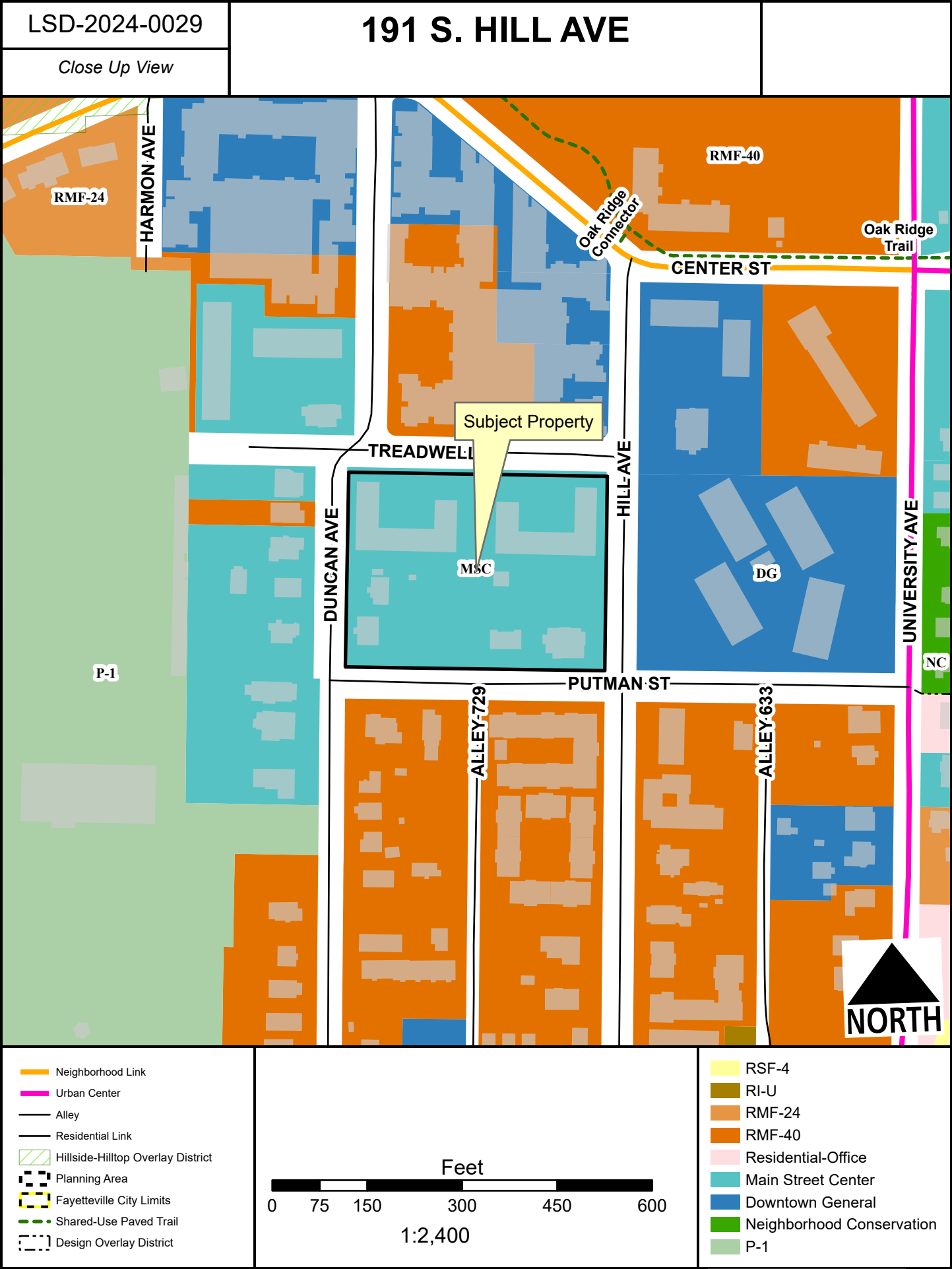
191 S. HILL AVE

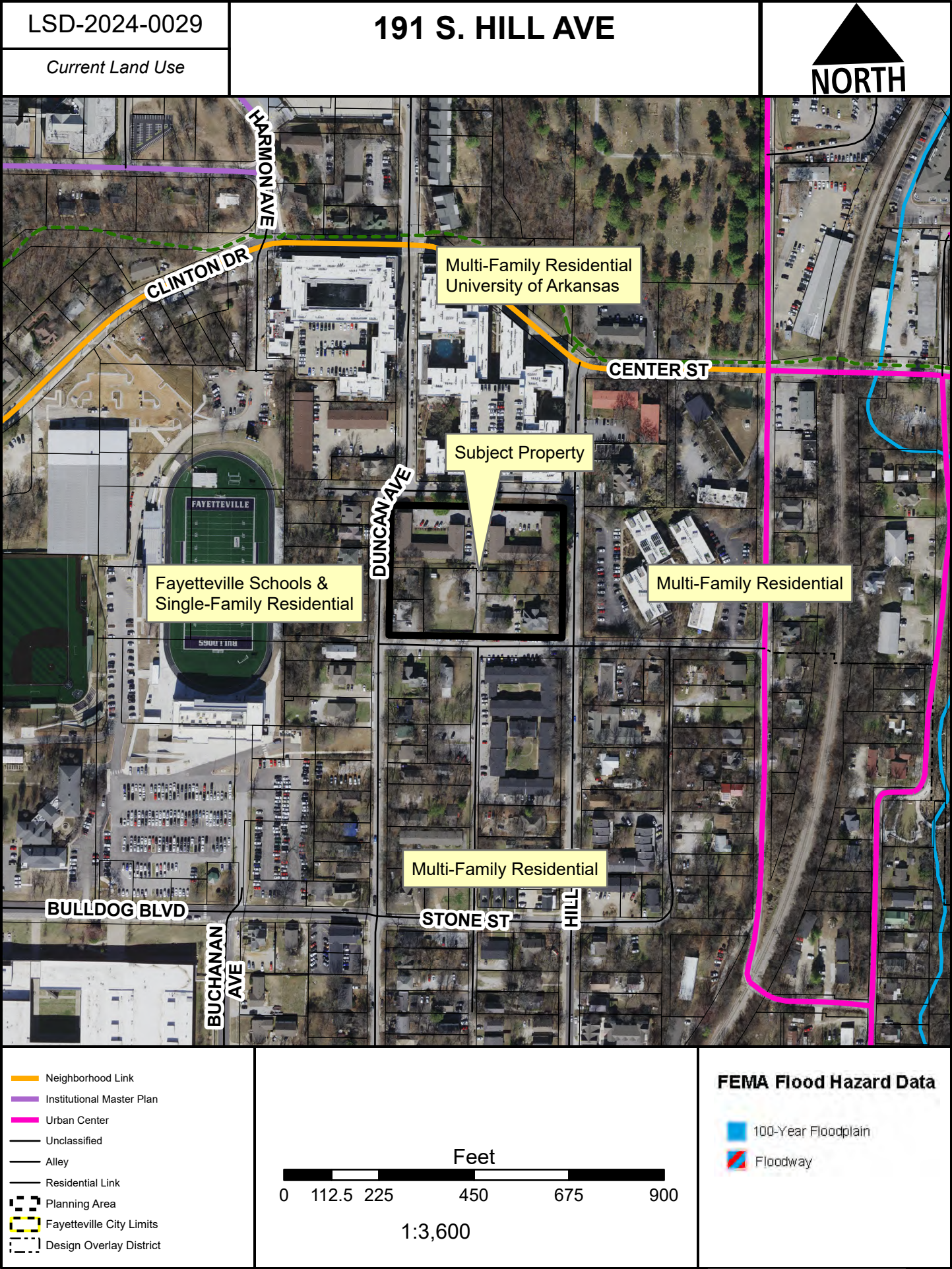


-  Neighborhood Link
 Institutional Master Plan
 Regional Link - High Activity
 Urban Center
 Unclassified
 Alley
 Residential Link
 Shared-Use Paved Trail
 Trail (Proposed)
 Design Overlay District
 Fayetteville City Limits
 Planning Area



-
- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- NS-G
 - RI-U
 - RI-12
 - NS-L
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1







MEETING OF JANUARY 28, 2025

TO: Mayor Rawn and City Council
THRU: Kit Williams, City Attorney
FROM: Kit Williams, City Attorney
SUBJECT: **AMEND § 155.06 AND § 155.03 OF THE *UNIFIED DEVELOPMENT CODE***

RECOMMENDATION:

AMEND § 155.06 AND § 155.03 OF THE *UNIFIED DEVELOPMENT CODE*

BACKGROUND:

The City Council has enacted **Chapter 52 Stormwater Management Utility Fee** into the *Fayetteville Code* which provides for a customer's right to appeal the original fee to the City Engineer and further to the City Council.

DISCUSSION:

Chapter 155 Appeals needs to be amended to apply the proper procedural rules for these appeals. § 155.03 **Stay** needs to be amended to provide a stay during the city appeal process of a Stormwater Management Utility Fee so that the fee will not be collected until the final administrative decision is made.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Memo (#3), Agenda Request - Kit (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-62

AMEND § 155.06 AND § 155.03 OF THE *UNIFIED DEVELOPMENT CODE*

AN ORDINANCE TO AMEND § 155.06 APPEALS FROM STAFF INTERPRETATIONS AND ACTIONS (A) APPEALS TO CITY COUNCIL TO ADD (3) STORMWATER MANAGEMENT UTILITY FEE DECISION AND TO AMEND § 155.03 STAY OF THE UNIFIED DEVELOPMENT CODE

WHEREAS, the City Council has enacted **Chapter 52 Stormwater Management Utility Fee** into the *Fayetteville Code* which provides for a customer's right to appeal the original fee to the City Engineer and further to the City Council; and

WHEREAS, **Chapter 155 Appeals** needs to be amended to apply the proper procedural rules for these appeals; and

WHEREAS, § 155.03 **Stay** needs to be amended to provide a stay during the city appeal process of a Stormwater Management Utility Fee so that the fee will not be collected until the final administrative decision is made.

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 § 155.06 **Appeals from Staff Interpretations and Actions**, (A) *Appeals to City Council* by enacting a new subsection (3) as follows:

“§ 155.06

(A)(3) *Stormwater Management Utility Fee Decision*. If an appealing property owner or customer disagrees with the City Engineer's decision regarding their appeal concerning the application, assessment, legality, or constitutionality of the Stormwater Management Utility Fee to their property, that property owner or customer may appeal the City Engineer's decision to the City Council.”

Section 2: That the City Council of the City of Fayetteville, Arkansas amends § 155.03 **Stay** of the *Unified Development Code* by repealing it in its entirety and enacting a replacement § 155.03 as follows:

“§ 155.03 **Stay**

(A) An appeal shall stay all city proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certifies that a stay would in their opinion

cause imminent peril to life or property.

(B) An appeal against the amount, legality or constitutionality of the application and assessment of the Stormwater Management Utility Fee to the City Engineer and City Council shall stay the enforcement and collection of the Stormwater Management Utility Fee (all other fees are unaffected) until the final decision by the City Engineer, or if appealed by the City Council. No late fees or interest may be assessed unless and until the final administrative decision of the City when any stayed amount not reduced or eliminated by the appeal becomes due and payable with the next regular utility billing cycle.”



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**, Interim Chief of Staff
Paul Becker, Chief Financial Officer
Chris Brown, Public Works Director

FROM: **Kit Williams**, City Attorney

DATE: **January 6, 2025**

RE: **Needed Amendments to U.D.C. Appeals Chapter to Establish Proper Procedures for Any Appeals**

Although the **Stormwater Management Utility Fee Chapter** of the Fayetteville Code is not scheduled to become effective until August, I want to get the **Appeals Chapter** amended to properly accommodate any possible appeals that a property owner or sewer customer may desire to pursue. Attached is my proposed ordinance to establish the proper appeals procedure and to amend the stay procedures in the **Appeals Chapter** to stop any collection of the Stormwater Management Utility Fee during the pendency of an appeal to the City Engineer and, if also requested by the appellant, to the City Council.

There is no need to rush the passage of these proposed changes. However, since the City Council passed the **Stormwater Management Utility Fee Chapter**, I wanted these procedures to be clearly established before any appeals could be presented to the City Engineer.

155.03 Stay

An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.

(Code 1965, App. A., Art. 13(3); Ord. No. 1747, 6-29-70; Code 1991, §160.173; Ord. No. 4100, §2 (Ex. A), 6-16-98)

155.04 Council Member Appeal On Behalf Of Resident

A Council Member may bring an appeal on behalf of any resident of the city of a decision by the Planning Commission to approve subdivision requests (plats, lot splits), and development requests (large scale developments and large or small site improvement plans). Variances, compliance with applicable design standards, tree preservation plans and conditions of approval for any development shall be appealed as part of the approval of a development proposal.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 5296, 12-15-09; Ord. No. 6342, §1, 8-4-2020)

155.05 Appeals From Planning Commission Decisions**(A) Appeals to City Council**

- (1) Owners of record of the property being considered may appeal a decision by the Planning Commission to deny the following requests in accordance with the procedure set forth in §155.02:

- (a) Annexation;
- (b) Rezoning;
- (c) Required dedication and improvements of §155.06(C);
- (d) Subdivision (plats, lot splits, lot line adjustments);
- (e) Development (large scale development, large and small site improvement plans);
- (f) Vacations of street right-of-way.

- (2) *Conditions of Approval/Variances, etc.* An owner of record may appeal the conditions of approval determined by the Planning Commission and any adverse decision by the Planning Commission concerning applicable design standards, tree preservation requirements, streamside protection requirements and variance requests as part of the conditions of an approved development request or the denial of such development request.

- (3) *Conditional Use Request.* Three Council Members may in unison appeal a decision of the Planning Commission approving or denying a conditional use request.

(Code 1965, §13A-40, App. C., Art. II, Art. V., §B; Ord. No. 1509, 8-8-66; Ord. No. 1750, 7-6-70; Code 1991, §§156.017, 159.12, 159.54(F)(1), (2), 159.66; Ord. No. 3781, §1, 4-19-94; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4334, 9-4-01; Ord. No. 4340, 10-2-01; Ord. No. 6342, §2, 8-4-2020)

AGENDA REQUEST FORM

FOR: Council Meeting of February 4, 2025

FROM: Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 155.06 **APPEALS FROM STAFF
INTERPRETATIONS AND ACTIONS** (A) *APPEALS TO CITY COUNCIL* TO ADD (3)
STORMWATER MANAGEMENT UTILITY FEE DECISION AND TO AMEND § 155.03
STAY OF THE UNIFIED DEVELOPMENT CODE

APPROVED FOR AGENDA:



Kit Williams
City Attorney

January 6, 2025
Date



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-136

AN ORDINANCE TO REPEAL ORDINANCE 6800 AS AMENDED

AN ORDINANCE TO REPEAL ORDINANCE 6800 AS AMENDED

WHEREAS, Ordinance 6800 has been determined by both the Arkansas Attorney General and the Fayetteville City Attorney to likely violate A.C.A. § 14-43-608.

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 Ordinance 6800 as previously amended.

AGENDA REQUEST FORM

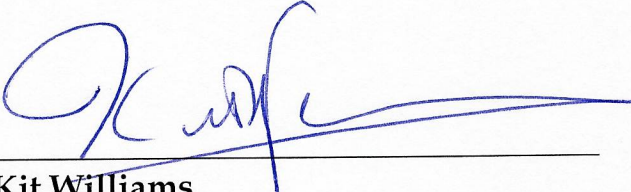
FOR: Council Meeting of February 4, 2025

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REPEAL ORDINANCE 6800 AS AMENDED

APPROVED FOR AGENDA:



Kit Williams

1-23-25
Date



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**, Chief of Staff
Paul Becker, Chief Financial Officer
Jonathan Curth, Development Services Director

FROM: **Kit Williams**, City Attorney

DATE: **January 23, 2025**

RE: **Ordinance To Repeal Ordinance 6800 Which Was To Enact § 120.03 Limitation On Rental Applications And Background Check Fees**

I just received Opinion No. 2024-093 from Arkansas Attorney General Tim Griffin (attached). As you can see, the Attorney General completely agreed with my legal analysis of the application of both state statutes upon your ordinance to limit the allowed amount charged for rental applications and background check fees. The Attorney General states Ordinance 6800 "likely does not violate this statute (A.C.A. § 14-54-1409)." He then opines that Ordinance 6800 "likely violates" A.C.A. § 14-43-608.

As I informed you in my memo of December 12, 2024, A.C.A. § 14-43-608 **Regulation of Prices** "would likely invalidate Ordinance 6800." The Arkansas Attorney General's Opinion confirms this and so I recommend again that you now pass an ordinance to repeal Ordinance 6800. I do appreciate that you agreed to amend Ordinance 6800 to provide time for the Arkansas Attorney General to render his Opinion and to ensure this questionable Ordinance would no go into effect in possible violation of state law. I have attached a proposed Ordinance to repeal Ordinance 6800.

We also just learned that a bill has been filed to amend A.C.A. § 14-54-1409 **Rent Control Preemption** to expressly include application fees and even deposit fees so in future that code section would also invalidate and prohibit a city regulating ordinance. Both the Attorney General and I believe that this statute's current wording would not have invalidated your regulating ordinance. (Attached is Senate Bill 91.)



TIM GRIFFIN
ATTORNEY GENERAL

Opinion No. 2024-093

January 22, 2025

The Honorable Robin Lundstrum
State Representative
Post Office Box 14
Elm Springs, Arkansas 72728

Dear Representative Lundstrum:

I am writing in response to your request for an opinion regarding an ordinance passed by the Fayetteville City Council on October 15, 2024, which caps the fees landlords may charge prospective tenants for rental applications and background checks. You state that “the ordinance limits background fees to an amount not to exceed \$40, and if no background check is done, the maximum rental application fee is limited to \$20. If a landlord charges a background check fee and then does not obtain the background check, the fee must be returned in full to the potential tenant.”

You report that numerous constituents have raised concerns about this ordinance. Against this background, you ask the following question:

Can a city propose, pass, and enact an ordinance, like the aforementioned, that limits, restricts, or hinders what private business may charge for its services, goods, or contracts?

RESPONSE

A city cannot enact an ordinance that regulates what private individuals or businesses may charge for goods, rentals, or services sold or performed within the city.

DISCUSSION

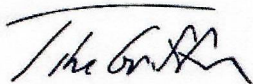
Because cities only have the power given to them by statute or the Arkansas Constitution,¹ local ordinances that conflict with state law are invalid.² There are two State laws that could potentially prohibit Fayetteville from enacting Ordinance 6800.

First, A.C.A. § 14-54-1409 prohibits local governments from enacting or enforcing rent control ordinances.³ The ordinance you describe likely does not violate this statute because it caps the fees associated with an *application* to rent, rather than “the amount of rent charged” itself.

Second, A.C.A. § 14-43-608 bars municipalities from regulating “prices for goods, rentals, or services sold or performed within the municipality by individuals or firms.”⁴ The ordinance likely violates this statute. While there are no appellate court cases construing § 14-43-608, it is my opinion that the statute’s broad wording, which clearly includes “services,” prevents a city from passing an ordinance to cap the fees a private entity charges to process a rental application or to conduct a background check.

Senior Assistant Attorney General Kelly Summerside prepared this opinion, which I hereby approve.

Sincerely,



TIM GRIFFIN
Attorney General

¹ *Protect Fayetteville v. City of Fayetteville*, 2019 Ark. 30, 3, 565 S.W.3d 477, 480.

² Ark. Const. art. 12, § 4 (“No municipal corporation shall be authorized to pass any laws contrary to the general laws of the state....”); *Protect Fayetteville*, 2019 Ark. at 3, 565 S.W.3d at 480.

³ See A.C.A. § 14-54-1409(b) (“A local governmental unit shall not enact, maintain, or enforce an ordinance or resolution that would have the effect of controlling the amount of rent charged for leasing private residential or commercial property.”). An exception exists, however, for local governments “to manage and control residential property in which the local governmental unit has a property interest.” A.C.A. § 14-54-1409(c).

⁴ A.C.A. § 14-43-608(a). As with A.C.A. § 14-54-1409, there is an exception that allows a municipality to establish the price for goods, rentals, or services furnished by, or performed by, the municipality. See A.C.A. § 14-43-608(b).

State of Arkansas
95th General Assembly
Regular Session, 2025

A Bill

SENATE BILL 91

By: Senators C. Penzo, J. Bryant
By: Representatives Ray, B. McKenzie

For An Act To Be Entitled

AN ACT TO PROVIDE THAT LOCAL GOVERNMENTAL UNITS SHALL
HAVE NO AUTHORITY TO REGULATE OR CONTROL THE AMOUNT
CHARGED FOR A RENTAL APPLICATION FEE OR RENTAL
DEPOSIT FOR PRIVATE RESIDENTIAL OR COMMERCIAL
PROPERTY; AND FOR OTHER PURPOSES.

Subtitle

TO PROVIDE THAT LOCAL GOVERNMENTAL UNITS
SHALL HAVE NO AUTHORITY TO REGULATE OR
CONTROL THE AMOUNT CHARGED FOR A RENTAL
APPLICATION FEE OR RENTAL DEPOSIT FOR
PRIVATE RESIDENTIAL OR COMMERCIAL
PROPERTY.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 14-16-601 is amended to read as follows:
14-16-601. Rent, rental application fee, and rental deposit control
preemption — Definition.

(a) As used in this section, "local governmental unit" means a
political subdivision of this state, including, ~~but not limited to,~~ without
limitation a county, city, village, or township, if the political subdivision
provides local government services for residents in a geographically limited
area of this state as its primary purpose and has the power to act primarily
on behalf of that area.

(b)(1) A As to leasing private residential or commercial property, a
local governmental unit shall not enact, maintain, or enforce an ordinance or



1 resolution that would have the effect of controlling the amount of rent
2 charged for: ~~leasing private residential or commercial property~~

3 (A) Rent;

4 (B) Rental application fees; or

5 (C) Rental deposits.

6 (2) The preemption against rent, rental application fees, and
7 rental deposit control in subdivision (b)(1) of this section applies to all:

8 (A) Landlords;

9 (B) Property owners;

10 (C) Property managers;

11 (D) Tenants;

12 (E) Prospective tenants; and

13 (F) Real estate companies doing business in the
14 State of Arkansas.

15 (c) This section does not impair the right of any local governmental
16 unit to manage and control residential property in which the local
17 governmental unit has a property interest.

18
19 SECTION 2. Arkansas Code § 14-54-1409 is amended to read as follows:
20 14-54-1409. Rent, rental application fee, and rental deposit control
21 preemption – Definition.

22 (a) As used in this section, “local governmental unit” means a
23 political subdivision of this state, including, ~~but not limited to,~~ without
24 limitation a county, city, village, or township, if the political subdivision
25 provides local government services for residents in a geographically limited
26 area of this state as its primary purpose and has the power to act primarily
27 on behalf of that area.

28 (b)(1) A As to leasing private residential or commercial property, a
29 local governmental unit shall not enact, maintain, or enforce an ordinance or
30 resolution that would have the effect of controlling the amount of rent
31 charged for: ~~leasing private residential or commercial property~~

32 (A) Rent;

33 (B) Rental application fees; or

34 (C) Rental deposits.

35 (2) The preemption against rent, rental application fees, and
36 rental deposit control in subdivision (b)(1) of this section applies to all:

- 1 (A) Landlords;
2 (B) Property owners;
3 (C) Property managers;
4 (D) Tenants;
5 (E) Prospective tenants; and
6 (F) Real estate companies doing business in the
7 State of Arkansas.

8 (c) This section does not impair the right of any local governmental
9 unit to manage and control residential property in which the local
10 governmental unit has a property interest.