

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, May 6, 2025

5:30 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 Rawn

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

MEETING INFORMATION:**1. WEBINAR ID: 820 7007 3410**

[PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_JXFW9ET3RTGBJUDDYXH2UW](https://us06web.zoom.us/join/82070073410)

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****PROPOSED AGENDA ADDITIONS****A. CONSENT****A.1. APPROVAL OF THE APRIL 15, 2025 CITY COUNCIL MEETING MINUTES****A.2. FAYETTEVILLE ANIMAL SHELTER DONATION (SUSAN SHELTON):**

A RESOLUTION TO AUTHORIZE THE MAYOR TO ACCEPT THE LIFE INSURANCE PROCEEDS OF SUSAN SHELTON, AND TO RECOGNIZE SUSAN SHELTON FOR HER DONATION TO THE FAYETTEVILLE ANIMAL SHELTER (2025-500)

A.3. TUNNELL-SPANGLER-WALSH & ASSOCIATES (CHANGE ORDER #3):

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH TUNNELL-SPANGLER-WALSH & ASSOCIATES D/B/A TSW IN AN AMOUNT NOT TO EXCEED \$5,000.00 FOR PHASE 1 IMPROVEMENTS TO WALKER COMMUNITY PARK – PARK IMPROVEMENT BOND PROJECT (2025-534)

A.4. ROUTEWARE GLOBAL (SERVICE CONTRACT):

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ROUTEWARE GLOBAL, INC. FOR RECYCLING AND TRASH COLLECTION LOCATION MONITORING PRODUCTS AND SERVICES IN THE AMOUNT OF \$81,438.03,

PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT THROUGH MAY 28, 2026, AND FUTURE RENEWAL PERIODS (2025-471)

A.5. NATIONAL LEAGUE OF CITIES SOUTHERN CITIES ECONOMIC INITIATIVE (GRANT ACCEPTANCE):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A SOUTHERN CITIES ECONOMIC INITIATIVE PLANNING GRANT IN THE AMOUNT OF \$15,000.00 TO SUPPORT A PROJECT TO DEVELOP COMMUNITY-DRIVEN AFFORDABLE HOUSING SOLUTIONS, AND TO APPROVE A BUDGET ADJUSTMENT (2025-523)

A.6. SURFCO RESTORATION & CONSTRUCTION, LLC. (PAYMENT / INSURANCE PROCEEDS):

A RESOLUTION TO AUTHORIZE PAYMENT TO SURFCO RESTORATION & CONSTRUCTION IN THE AMOUNT OF \$147,010.18 FOR THE REMEDIATION WORK ASSOCIATED WITH THE CITY HALL FIRE SPRINKLER CLAIM, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING INSURANCE PROCEEDS IN THE AMOUNT OF \$147,882.00 (2025-521)

A.7. FLINTCO, LLC. (CHANGE ORDER #1):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH FLINTCO, LLC IN THE AMOUNT OF \$10,943,640.00 FOR THE MAPLE STREET IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$300,000.00, TO RECOGNIZE \$1,000,000 IN ADDITIONAL REVENUE FROM THE UNIVERSITY OF ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT (2025-474)

A.8. ARKANSAS AND MISSOURI RAILROAD (AGREEMENT AMENDMENT):

A RESOLUTION TO APPROVE AN AMENDMENT TO RESOLUTION 232-22 AND AUTHORIZE THE PAYMENT OF AN ADDITIONAL \$15,138.06 TO THE ARKANSAS AND MISSOURI RAILROAD FOR RAILROAD CROSSING MODIFICATIONS REQUIRED FOR THE RAZORBACK ROAD AND 15TH STREET INTERSECTION PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 STREET IMPROVEMENT BOND PROJECT (2025-526)

A.9. BENCHMARK CONSTRUCTION COMPANY OF NWA, INC. (CHANGE ORDER #1):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BENCHMARK CONSTRUCTION COMPANY OF NWA, INC. IN THE AMOUNT OF \$537,471.41 FOR THE COLLEGE AVENUE IMPROVEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2025-499)

A.10. LEWIS FORD (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO FORD MAVERICKS FROM LEWIS FORD IN THE TOTAL AMOUNT OF \$56,150.00, PLUS ANY APPLICABLE TAXES, SURCHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO ORDINANCE 6491 (2025-518)

A.11. RUSH TRUCK CENTER (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF ONE DUMP TRUCK FROM RUSH TRUCK CENTERS IN THE AMOUNT OF \$207,684.35, PLUS ANY APPLICABLE TAXES, SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2025-519)

A.12. HOLDEN INDUSTRIES, INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #25-33 AND AUTHORIZE THE PURCHASE OF STANDARDIZED LOW PROFILE TANDEM AXLE TRAILERS FROM HOLDEN INDUSTRIES, INC. WITHIN THE APPROVED BUDGET AS NEEDED THROUGH DECEMBER 31, 2025 (2025-529)

A.13. ACME TRENCHLESS, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF ONE EXCAVATOR ATTACHMENT WITH ACCESSORIES FROM ACME TRENCHLESS INC. IN THE AMOUNT OF \$31,278.75 PLUS ANY ADDITIONAL FREIGHT CHARGES AND DELIVERY FEES, AND TO APPROVE A BUDGET ADJUSTMENT (2025-520)

A.14. RANDALL FORD OF FORT SMITH (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD EXPLORER, FORD F550 AND HYBRID FORD F150 FROM RANDALL FORD IN THE TOTAL AMOUNT OF \$195,470.98, PLUS ANY APPLICABLE TAXES, SURCHARGES, AND DELIVERY FEES PURSUANT TO ORDINANCE 6491, AND TO APPROVE A BUDGET ADJUSTMENT (2025-517)

A.15. OLSSON, INC. (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH OLSSON, INC. IN AN AMOUNT NOT TO EXCEED \$63,200.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH REPLACING COATING SYSTEMS AND UPDATING SAFETY SYSTEMS AT THE BAXTER WATER STORAGE TANK (2025-472)

A.16. GARVER, LLC. (SERVICE AGREEMENT):

A RESOLUTION TO AWARD RFQ #25-01, SELECTION #5, AND AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH GARVER,

LLC IN AN AMOUNT NOT TO EXCEED \$303,704.00 FOR THE PRELIMINARY DESIGN OF IMPROVEMENTS TO THE NOLAND WATER RESOURCE RECOVERY FACILITY (2025-467)

A.17. J.A. RIGGS TRACTOR CO. (EQUIPMENT PURCHASE):

A RESOLUTION TO AWARD BID #25-21 AND AUTHORIZE THE PURCHASE OF SWITCHGEAR EQUIPMENT FROM J.A. RIGGS TRACTOR COMPANY IN THE AMOUNT OF \$993,580.00, PLUS ANY APPLICABLE TAXES, FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY (2025-464)

A.18. CAROLLO ENGINEERS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT WITH CAROLLO ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$176,358.00 FOR THE 2025 WATER AND SEWER RATE AND IMPACT FEE STUDIES, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2025-533)

A.19. HAWKINS-WEIR ENGINEERS, INC. (AMENDMENT NO. 4):

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$395,840.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG MARTIN LUTHER KING JR. BLVD. AT THE I-49/HWY-62 INTERCHANGE (2025-465)

A.20. DISCONTINUE CITY HEALTH OFFICER POSITION (RESOLUTION):

A RESOLUTION TO REPEAL RESOLUTION 173-20 AND REESTABLISH THE BOARD OF HEALTH WITHOUT AN APPOINTED CITY HEALTH OFFICER (2025-542)

B. UNFINISHED BUSINESS

B.1. DISCLOSURE OF RENTAL FEES AND COSTS (ORDINANCE):

AN ORDINANCE TO ENACT § 120.03 DISCLOSURE OF RENTAL FEES AND COSTS FOR LEASED RESIDENTIAL PROPERTIES IN THE CITY OF FAYETTEVILLE (2025-231)

AT THE MARCH 4, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING

AT THE MARCH 18, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE SECOND READING

AT THE APRIL 1, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS

TABLED TO THE MAY 6, 2025 CITY COUNCIL MEETING

B.2. CHAPTER 172 PARKING REQUIREMENTS (AMENDMENT):

AN ORDINANCE TO AMEND CHAPTER 172 PARKING AND LOADING OF THE UNIFIED DEVELOPMENT CODE TO REVISE THE CITY'S REGULATIONS RELATED TO RESIDENTIAL PARKING REQUIREMENTS, PARKING REDUCTIONS, AND PARKING LOT LOCATION STANDARDS, AND TO DECLARE AN EMERGENCY (2024-01107)

AT THE JANUARY 7, 2025 CITY COUNCIL MEETING, THIS ORDINANCE WAS TABLED INDEFINITELY.

AT THE APRIL 15, 2025 CITY COUNCIL MEETING, THIS ORDINANCE WAS REMOVED FROM THE TABLE AND PLACED ON THE AGENDA. THIS ITEM WAS AMENDED AND LEFT ON THE SECOND READING.

B.3. REZONING-2025-0009: (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-09 FOR APPROXIMATELY 5.9 ACRES LOCATED AT SOUTH RAZORBACK ROAD AND SOUTH ASHWOOD AVENUE IN WARD 1 FROM NS-L, NEIGHBORHOOD SERVICES-LIMITED TO R-A, RESIDENTIAL-AGRICULTURAL, AND CS, COMMUNITY SERVICES (2025-429)

AT THE APRIL 15, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING.

C. NEW BUSINESS

C.1. STREAMSIDE PROTECTION ZONE MAPPING (AMENDMENT):

AN ORDINANCE TO APPROVE AN AMENDMENT TO THE STREAMSIDE PROTECTION ZONE MAPPING FOR PROPERTY LOCATED AT 3352 NORTH HIGHWAY 112 (2025-531)

C.2. AUTHORIZE BOARD OF ADJUSTMENT APPEALS TO CITY COUNCIL (AMENDMENTS):

AN ORDINANCE TO AMEND CHAPTER 155 APPEALS AND § 156.02 ZONING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE TO PROVIDE THAT BOARD OF ADJUSTMENT DECISIONS MAY BE APPEALED TO THE CITY COUNCIL, AND TO CLARIFY VARIOUS APPEAL PROCEDURES (2025-479)

C.3. ENACT FEES FOR UTILITY TELEVISIONING SERVICES (AMEND CH. 51 – WATER & SEWER):

AN ORDINANCE TO AMEND CHAPTER 51, WATER AND SEWERS OF THE

FAYETTEVILLE CODE OF ORDINANCES TO ENACT FEES FOR UTILITY
TELEVISION SERVICES (2025-538)

**C.4. REVISE LOT FRONTAGE REQUIREMENTS TO PROMOTE HOUSING
OPPORTUNITIES (AMEND CH. 151):**

AN ORDINANCE TO AMEND SECTION 151.01 DEFINITIONS OF THE
UNIFIED DEVELOPMENT CODE TO REVISE LOT FRONTAGE
REQUIREMENTS (2025-540)

**C.5. ADD FLEXIBILITY TO ACCESSORY DWELLING UNITS REGULATIONS TO
PROMOTE HOUSING OPPORTUNITIES (AMEND CH. 164 & 171):**

AN ORDINANCE TO AMEND SECTIONS 164.19 ACCESSORY DWELLING
UNITS AND 171.13 PROPERTY OWNER TO CONSTRUCT SIDEWALK OR
CONTRIBUTE COST OF SIDEWALK OF THE UNIFIED DEVELOPMENT CODE
TO ADD FLEXIBILITY TO THE REGULATIONS FOR ACCESSORY DWELLING
UNITS (2025-539)

**C.6. MODIFY PREFABRICATED CONSTRUCTION STANDARDS TO PROMOTE
HOUSING OPPORTUNITIES (AMEND CH. 151 & 164):**

AN ORDINANCE TO AMEND SECTIONS 151.01 DEFINITIONS AND 164.15
PREFABRICATED CONSTRUCTION OF THE UNIFIED DEVELOPMENT CODE
TO ADOPT MODULAR CONSTRUCTION REGULATIONS (2025-541)

**C.7. VACATION-2025-0004: (191 S. HILL AVE./VERVE, 522 - UTILITY
EASEMENT):**

AN ORDINANCE TO APPROVE VAC-25-04 FOR PROPERTY LOCATED AT
191 SOUTH HILL AVENUE IN WARD 2 TO VACATE 0.24 ACRES OF
GENERAL UTILITY EASEMENTS (2025-528)

**C.8. VACATION-2025-0005: (191 S. HILL AVE./VERVE, 522 - STREET RIGHT-OF-
WAY):**

AN ORDINANCE TO APPROVE VAC-25-05 FOR PROPERTY LOCATED AT
191 SOUTH HILL AVENUE IN WARD 2 TO VACATE 0.05 ACRES OF STREET
RIGHT-OF-WAY (2025-522)

C.9. VACATION-2025-0013: (3661 W. WEDINGTON DR.):

AN ORDINANCE TO APPROVE VAC-25-13 FOR PROPERTY LOCATED AT
3661 WEST WEDINGTON DRIVE IN WARD 4 TO VACATE 0.95 ACRES OF
TREE PRESERVATION (2025-366)

**C.10. VACATION-2025-0011: (2828 N. MANSFIELD AVE./DRAKE FARMS, 250 -
UTILITY EASEMENTS):**

AN ORDINANCE TO APPROVE VAC-25-11 FOR PROPERTY LOCATED AT

2828 NORTH MANSFIELD AVENUE IN WARD 2 TO VACATE THREE PORTIONS OF GENERAL UTILITY EASEMENTS CONTAINING A TOTAL OF 1.11 ACRES (2025-524)

C.11. VACATION-2025-0012: (2828 N. MANSFIELD AVE./DRAKE FARMS, 250 - ACCESS EASEMENT):

AN ORDINANCE TO APPROVE VAC-25-12 FOR PROPERTY LOCATED AT 2828 NORTH MANSFIELD AVENUE IN WARD 2 TO VACATE 0.38 ACRES OF ACCESS EASEMENT (2025-525)

D. CITY COUNCIL TOUR

D.1. CUNNINGS ARKANSAS/SELPH REZONING

TIME: 4:00 PM
ADDRESS: SW OF S. RAZORBACK RD./W. CATO SPRINGS RD.
PARKING: ON-STREET ALONG ASHWOOD AVE.
REQUEST: REZONING 5.9 ACRES FROM NS-L, NEIGHBORHOOD SERVICES-LIMITED TO R-A, RESIDENTIAL AGRICULTURAL AND CS, COMMUNITY SERVICES

OZARKS ELECTRIC TREE PRESERVATION EASEMENT VACATION

TIME: 4:45 PM
ADDRESS: WEST END OF JEWELL RD., SW OF WALMART
PARKING: ON-STREET ALONG JEWELL RD.
REQUEST: VACATING 0.95 ACRE EXISTING TREE PRESERVATION EASEMENT AND DEDICATE 2.3 ACRES OF NEW TREE PRESERVATION EASEMENT

E. ANNOUNCEMENTS

F. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment. When the Mayor or Chair recognizes you, please start your public comment by giving your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn to speak for discussion of an agenda item.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If a Council Member wishes to comment upon or discuss a Consent Agenda item that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Unfinished Business and New Business:

Overview Period: Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, appellant from a final decision of the Planning Commission or City Staff, etc.) may present its proposal only during this presentation period but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

Public Comments: Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Cell Phones and Pagers: Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions.

Smoking Prohibited: There will be no smoking allowed in the City Council Chambers during City Council meetings.

Virtual City Council Meetings Authorized: After proper notice has been provided to the public, City Council Members are authorized to assemble, gather, meet, and conduct open public meetings (including speaking, voting and passing ordinances and resolutions) through appropriate electronic means which ensure the public's right to attend by being able to listen to the proceedings and

discussions. These open public meetings include City Council meetings and agenda sessions as well as City Council Member Committee meetings.

Interpreters or Telecommunications Devices for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the Office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council

THRU: Kit Williams, City Attorney
Blake Pennington, Assistant City Attorney

FROM: Hannah Hungate, Assistant City Attorney

SUBJECT: **FAYETTEVILLE ANIMAL SHELTER DONATION (SUSAN SHELTON):**

RECOMMENDATION:

The City Attorney's Office recommends that City Council authorize Mayor Rawn to accept, on behalf of the City, life insurance proceeds donated by Susan Shelton to the Fayetteville Animal Shelter.

BACKGROUND:

Susan Shelton, a resident of the City of Fayetteville and longtime music and animal lover, passed away in February 2025. Upon her passing, Nationwide Insurance Company contacted the Fayetteville Animal Shelter to notify them that Ms. Shelton had named the Fayetteville Animal Shelter as the beneficiary of her life insurance policy. In order to claim the life insurance proceeds, the City must submit to Nationwide a completed claim form, a death certificate, and a corporate resolution which designates a City representative to accept the proceeds on behalf of the City and the Fayetteville Animal Shelter.

DISCUSSION:

To claim the life insurance proceeds donated to the Fayetteville Animal Shelter by Ms. Shelton, the City Council must pass a resolution authorizing the Mayor to accept the proceeds on behalf of the City of Fayetteville and Fayetteville Animal Shelter. A copy of the Claim Form to be executed by Mayor Rawn upon resolution by the City Council is attached.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Beneficiary Claim Form (#4), CFO - Staff Memo (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-500

FAYETTEVILLE ANIMAL SHELTER DONATION (SUSAN SHELTON):

A RESOLUTION TO AUTHORIZE THE MAYOR TO ACCEPT THE LIFE INSURANCE PROCEEDS OF SUSAN SHELTON, AND TO RECOGNIZE SUSAN SHELTON FOR HER DONATION TO THE FAYETTEVILLE ANIMAL SHELTER

WHEREAS, Susan Shelton, a resident of the City of Fayetteville, passed away in February 2025, having named the Fayetteville Animal Shelter as the beneficiary of her life insurance policy; and

WHEREAS, the insurance company requires a resolution authorizing a representative of the City of Fayetteville to accept the life insurance proceeds on behalf of the City and the Fayetteville Animal Shelter.

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 execute any documents necessary to accept the proceeds of Susan Shelton's life insurance policy on behalf of the City of Fayetteville and the Fayetteville Animal Shelter.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation to Susan Shelton for her generosity in donating the proceeds of her life insurance policy to the Fayetteville Animal Shelter.

City of Fayetteville Staff Review Form



Item ID

5/6/2025

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

Hannah Hungate

4/11/2025

CITY ATTORNEY (021)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The City Attorney's Office recommends that City Council authorize Mayor Rawn to accept, on behalf of the City, life insurance proceeds donated by Susan Shelton to the Fayetteville Animal Shelter.

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:



Nationwide®

Annuity Beneficiary Claim Form
Nationwide Life Insurance Company
Nationwide Life and Annuity Insurance Company
PO Box 182021, Columbus, OH 43218-2021
Phone: 800-848-6331 • Fax: 888-634-4472 • nationwide.com

• Print clearly • Include a copy of the certified death certificate • Questions? Call 800-848-6331

• Want a claim status? Provide an email address and we'll send a status upon request.

1. Contract Owner and Beneficiary Information

Decedent (Deceased Member):

Name: _____ Annuity Contract Number: _____

Individual Beneficiary claiming the annuity benefit (One per form. For estate/trust, enter address, phone and email below then skip to Estate/Trust claiming the annuity benefit):

Name: _____

IMPORTANT: If you are a surviving spouse you must also complete Section 2

SSN/TIN: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Nationwide strives to provide excellent customer service to our Members. By providing your telephone number, you authorize the Nationwide Family of Companies to contact you via telephone using automated technology to assist you with your account.

Estate/Trust claiming the annuity benefit: Please return a copy of the Trust Certification Form (for trust) or letter of testamentary/administration (for Estate) with this form.

Name of Estate or Trust: _____

Executor(s)/Trustee(s) Name: _____

TIN/EIN/SSN for Estate or Trust: _____

Please make sure to review the Important Details and Disclosures on pages 9-12.

2. Spousal Elections (if applicable)

Please make sure to review the Important Details and Disclosures related to each distribution option on pages 9-12 before making your election.

As a **SPOUSE** of the decedent you have the following two elections available, please choose one:

☐ **Option 1: I elect to re-register the annuity contract and become the contract owner**

If your contract has spousal protection associated with the death benefit, election of Option 1 will allow the surviving spouse to both continue the annuity contract and receive any applicable adjustments to the contract value.

IMPORTANT: Required actions: Name beneficiaries (in Section 6) and sign (in Section 8 (NY Residents Only) and Section 10)

The Annuity Commencement Date (ACD) is the date when annuity payments will begin. When you become the new owner, the date will be changed according to the terms of the contract.

If your annuity contract allows, you can change the ACD before payouts begin. We'll let you know if any action is required.

NOTE: If a spousal transfer, one-time or systematic withdrawal is wanted, additional paperwork needs to be completed and cannot be indicated on this form.

☐ **Option 2: I elect to be treated as a beneficiary AND will choose a distribution (claim) option on the next page in section 3.**

IMPORTANT: Required actions: Choose a distribution option (in Section 3)

The Internal Revenue Service requires you to make an election by a certain date. If this is a Non-Qualified annuity, this election is only available for 1 year from the date of death. If this is a Qualified annuity, this election is available until 12/31 of the year following the owner's date of death. If we receive your claim form after the allowable date, we will default to Option 1.

3. Select an Option

This section is **REQUIRED** to be completed by any spouse beneficiary who elected Option 2 in Section 2 of this form and for all non-spouse beneficiaries. Please make sure to review the Important Details and Disclosures related to each distribution option on pages 9-12 before making your election.

☐ **Option 3: Select 5-Year or 10-Year Delayed Distribution Option** (Complete 3a or 3b below)

Claimant will become the Beneficial Owner. Withdrawals may be taken any time during the 5 or 10 year period. Withdrawals may also be required to be taken annually (see 3b for details). To take a one-time or scheduled withdrawal now, please contact us for a distribution form. The contract must be fully liquidated by the end of the 5 or 10 year period (based on your contract type). Nationwide will contact you for distribution instructions prior to the end of your 5 or 10 year term. If you choose an option not available to you, we will default your election to the appropriate option.

3a. For Non-Qualified Contracts

- ☐ **5-Year Delayed Distribution Option** (To take a one-time or scheduled withdrawal now, please contact us for distribution form)

Required actions: Name beneficiaries (in Section 6) and sign (in Section 8 (NY Residents Only) and Section 10).

3b. For Qualified Contracts

- ☐ **5-Year Delayed Distribution Option** (You may elect this option if the decedent passed on or before December 31, 2019) (To take a one-time or scheduled withdrawal now, please contact us for distribution form)

IMPORTANT: If the decedent reached their Required Beginning Date (RBD), this option is not available and you must elect Life Expectancy Distribution Option (5b).

Required actions: Name beneficiaries (in Section 6) and sign (in Section 8 (NY Residents Only) and Section 10)

- ☐ **10-Year Delayed Distribution Option** (You may elect this option if the decedent passed on or after January 1, 2020) (To take a one-time or scheduled withdrawal now, please contact us for distribution form)

IMPORTANT: if the decedent reached their Required Beginning Date (RBD) the Beneficial Owner under this option must:

- (1) withdraw an amount equal to the decedent's Required Minimum Distribution (RMD) amount in the year of the decedent's death. Please check the box below to authorize the one-time distribution immediately.
- (2) withdraw an amount each year after the decedent's death, at least annually, based on the IRS's At Least As Rapidly (ALAR) Rule using the IRS's Life Expectancy Table.

- ☐ **I authorize a one-time distribution equal to the decedent's RMD amount**

The distribution will occur immediately and will be tax reportable to the Beneficial Owner. If you are the sole beneficiary, we will disburse the full RMD amount. If there are multiple beneficiaries, we'll disburse your portion of the RMD amount.

Required actions if decedent reached their RBD: Enter withdrawal frequency and start date (below), to aggregate or receive payments (below), choose payment method (in Section 4), enter tax withholdings (in Section 5), Name beneficiaries (in Section 6) and sign (in Section 8 (NY Residents Only) and Section 10)

Required actions if decedent DID NOT reach their RBD: Name beneficiaries (in Section 6) and sign (in Section 8 (NY Residents Only) and Section 10)

- ☐ **I want to aggregate the Required Minimum Distribution**

I own more than one beneficially owned annuity contract and I intend to satisfy my distribution requirements by taking withdrawals from another contract. By checking this box, I certify that I understand it is my responsibility to inform Nationwide if I ever decide not to aggregate and need to begin taking distributions from this contract. Nationwide will not be responsible for any federal tax penalties that I incur as a result of my failure to notify Nationwide.

- ☐ **I want to receive payments under At Least As Rapidly (ALAR) Rules**

IMPORTANT: If you leave this section blank, we'll default to an annual distribution date of 12/1 the year after the decedent passed.

Elect Frequency:

☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

Enter Start Date: _____ (MM/DD/YYYY)

3. Select an Option (continued)

☐ **Option 4: Receive Guaranteed Income** (Annuitization)

Convert the annuity into a series of periodic payments determined by the beneficiary. Once annuitization begins the option becomes irrevocable and additional withdrawals are not available. Certain restrictions apply.

Required actions: Sign (in Section 8 (NY Residents Only) and Section 10) and complete Deferred Annuitization Election (DAE) form. We'll send the DAE form to you when we receive your completed claim form, but it's also available upon request to review prior to the submission of this form. Call 800-452-7126 for assistance.

☐ **Option 5: Select Life Expectancy Distribution Option** (Complete 5a or 5b below)

Claimant will become the Beneficial Owner and will receive payments based on the beneficial owner's life expectancy. **See pages 9-12 to review time limits & other details before you make your election.**

☐ **5a. For Non-Qualified Contracts**

WARNING: Distributions must be taken at least annually and cannot be stopped once they begin.

Required actions: Enter withdrawal frequency & start date (below), choose payment method (in Section 4), enter tax withholdings (in Section 5), name beneficiaries (in Section 6) and sign (in Section 8 (NY Residents Only) and Section 10).

Withdrawal Frequency and Start Date

Elect Frequency (if left blank, we'll default to Annually):

☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

Enter Start Date: _____ (MM/DD/YYYY)

IMPORTANT: if you leave the start date blank or enter a date after the RBD, Nationwide will default to the Required Beginning Date (RBD), which is 1 year from the date of death.

☐ **5b. For Qualified Contracts** (When the decedent passed on or after January 1, 2020, this option is only available when the beneficiary is an Eligible Designated Beneficiary)

WARNING: Distributions of the Required Minimum Distribution must be taken at least annually. Any missed or delayed distributions may be subject to a federal excise tax penalty.

I am an Eligible Designated Beneficiary and can elect the Life Expectancy Distribution Option because (check which eligibility requirement applies):

☐ I am the surviving spouse of the decedent

☐ I am a minor child of the decedent²

☐ I am a disabled individual (documentation required)

☐ I am a chronically ill individual (documentation required)

☐ I am a non-spouse adult who is older than, or not more than 10 years younger than the decedent

Required actions: Select eligibility requirement (above), choose to aggregate or receive payments (below), enter withdrawal frequency & start date (below, if applicable), choose payment method (in Section 4), enter tax withholdings (in Section 5), name beneficiaries (in Section 6) and sign (in Section 8 (NY Residents Only) and Section 10).

☐ **I want to aggregate the Required Minimum Distribution**

I own more than one beneficially owned annuity contract and I intend to satisfy my distribution requirements by taking withdrawals from another contract. By checking this box, I certify that I understand it is my responsibility to inform Nationwide if I ever decide not to aggregate and need to begin taking distributions from this contract. Nationwide will not be responsible for any federal tax penalties that I incur as a result of my failure to notify Nationwide.

☐ **I want to receive Life Expectancy payments**

If you've elected to receive payments, you must also elect both a frequency and start date¹

Elect Frequency:

☐ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

Enter Start Date: _____ (MM/DD/YYYY)

¹ If you don't elect a frequency, we'll default to an annual distribution. If the start date provided is after the Required Beginning Date (12/31 in the year following the date of death), Nationwide will default to an appropriate start date which ensures distribution on or before the Required Beginning Date.

² Make sure to review the information regarding payments to Minors in the Important Details and Disclosures on pages 9-12.

3. Select an Option (continued)

☐ **Option 6: Take a lump sum withdrawal**

Receive the full value of the death benefit by direct deposit or check (made payable to the beneficiary). May result in a taxable event. Please review Important Details and Disclosures on pages 9-12 before making your election.

Required actions: Choose payment method (in Section 4), enter tax withholdings (in Section 5), and sign (in Section 8 (NY Residents Only) and Section 10).

4. Select a Payment Method (Please select one of the five options below)

☐ **4a. Direct Deposit**

You are authorizing a one-time or recurring Automated Clearing House (ACH) credits (direct deposits) to the bank account provided on this form. Funds must be deposited to a U. S. Institution. Please see Important Disclosures on Pages 9-12.

Account Type¹ (Must select one): ☐ Checking ☐ Savings (Provide account information below)

¹If you don't provide an account type, we'll default to checking.

Bank Account Holder Name (must be Payee): _____

Financial Institution Name: _____

Transit/ABA Routing Number: _____ (Can ONLY begin with 0, 1, 2 or 3)

Account Number: _____

☐ **4b. Digital Payment via the J.P. Morgan Concourse Platform**

This payment option is only available for payments made to you for \$50,000 or less.

The digital payment option does not require you to provide banking information directly to Nationwide. Payment will be facilitated via a third party digital payment platform called J.P. Morgan Concourse.²

Within one to two business days from the date your claim is processed, you will receive an email from Nationwide (donotreply@jpmorgan.com) to facilitate your payment. Depending on your withdrawal amount, you may be able to select from several payment acceptance methods (such as ACH or Zelle). Additional account information will be entered into the J.P. Morgan Concourse platform.

First-time users will be prompted to register prior to collecting payments. Payments must be accepted within seven business days of receipt. If you do not accept your digital payment, a check will be mailed to your address of record.

Email Address (Required): _____

To protect against fraud, we may request additional information to verify your email address.

²The digital payment platform is powered by J.P. Morgan Chase. J.P. Morgan Chase will not distribute or disseminate any information provided for purposes other than facilitating your digital payment. By selecting this option, you will be prompted to register to accept your payment, but no J.P. Morgan Chase account will be created without your consent.

☐ **4c. Mail a check to the address provided in Section 1** (This is the default option if you don't choose a payment method)

☐ **4d. Mail a check to another address** (for a lump sum payment only)

☐ Check this box if sending to a brokerage or money market account

Street Address: _____

City: _____ State: _____ Zip: _____

☐ **4e. Send my check to another Financial Institution or open a new Nationwide annuity** (for lump sum payment only)

To switch to another Financial Institution, provide the information below. Overnight service is not available.

IMPORTANT: In order for us to send a check to another Financial Institution, we will require a letter of acceptance and all other applicable transfer documents from the receiving company. The Letter of acceptance must also confirm your account with the receiving company and that they will accept the funds as a non-taxable transfer. Without a letter of acceptance from the receiving company, the transfer will be taxable.

☐ I authorize a one-time distribution equal to the decedent's RMD amount to be mailed to my address in Section 1. Any tax withholding in Section 5 will only apply to this distribution. The remainder of the proceeds will be sent to the Carrier listed below.

Carrier Name: _____ Phone Number: _____

Carrier Address: _____

City: _____ State: _____ Zip: _____

5. Enter Tax Withholdings

Nationwide will withhold 10% federal tax and any required Resident State tax, unless designated differently below. Total federal and state tax withholding cannot exceed 100%. See Important Details and Disclosures on Pages 9-12 for more information.

Federal Tax Withholding

I elect:

☐ **No federal income tax withheld from each of my payments**

If you wish to have federal income tax withheld, that is different than the default withholding rate, then the W-4R federal tax withholding form is required. The current W-4R federal tax withholding form can be found on the IRS website at IRS.gov.

Taxes will only be withheld and reported to the designated beneficiary claiming the annuity benefit. If we don't receive the form and you have not elected (No federal income tax withheld), Nationwide will default to withholding taxes based on the current IRC withholding rules. The default withholding rate is 10% (20% for eligible rollovers).

IMPORTANT: Distributions you receive from qualified retirement plans (for example, 401(k) plans and section 457(b) plans maintained by a governmental employer) or tax-sheltered annuities that are eligible to be rolled over to an IRA or qualified plan are subject to a 20% default rate of withholding on the taxable amount of the distribution. You may not elect a withholding rate of less than the 20% or elect to have no withholding; however, you may elect a higher rate, which would require completing a W-4R federal tax withholding form. Please refer to the general instructions on the W-4R federal tax withholding form for more information.

You may be subject to tax penalties if your estimated tax payments and tax withheld are not adequate. It is always recommended to consult with a tax advisor on your specific circumstance.

State Tax Withholding _____% Resident State: _____
(whole percentages are required)

To avoid mandatory state withholding, for those states that require it, you **MUST** provide a completed state tax form (located on the State's website). Nationwide does not provide these forms.

Please make sure to review the Important Details and Disclosures on pages 9-12.

6. Enter New Beneficiaries (For Distribution Options 1, 3, or 5)

The beneficiary making the claim must enter new beneficiaries if you are choosing to: **re-register (Option 1)**, **elect 5-Year or 10-Year delayed distribution options (Option 3)** or **take life expectancy distributions (Option 5)**. Allocation(s) must equal 100% for primary beneficiaries. Allocation(s) must also equal 100% for contingent beneficiaries. No decimals permitted.

IMPORTANT: Use the Additional Beneficiaries Form if you have more than 3 primaries or 2 contingents. If Allocation is left blank, we'll assume equal allocations for all beneficiaries listed.

For estates/trusts: If the beneficial owner is an estate/trust you can skip this section, because we'll list the estate/trust as the beneficiary.

6a. Primary Beneficiaries: ☐ Pay all Primary Beneficiaries Equally (leave Allocation fields blank)

1. Full Legal Name: _____
Relationship to Insured (Required): _____ Allocation (whole % only): _____%
SSN: _____ Date of Birth: _____
Street Address (☐ Same as Owner): _____
City: _____ State: _____ ZIP: _____
Email: _____ Phone: _____
2. Full Legal Name: _____
Relationship to Insured (Required): _____ Allocation (whole % only): _____%
SSN: _____ Date of Birth: _____
Street Address (☐ Same as Owner): _____
City: _____ State: _____ ZIP: _____
Email: _____ Phone: _____

6. Enter New Beneficiaries (For Distribution Options 1, 3, or 5) (continued)

3. Full Legal Name: _____
Relationship to Insured (Required): _____ Allocation (whole % only): _____ %
SSN: _____ Date of Birth: _____
Street Address (☐ Same as Owner): _____
City: _____ State: _____ ZIP: _____
Email: _____ Phone: _____

6b. Contingent Beneficiaries:

1. Full Legal Name: _____
Relationship to Insured (Required): _____ Allocation (whole % only): _____ %
SSN: _____ Date of Birth: _____
Street Address (☐ Same as Owner): _____
City: _____ State: _____ ZIP: _____
Email: _____ Phone: _____

2. Full Legal Name: _____
Relationship to Insured (Required): _____ Allocation (whole % only): _____ %
SSN: _____ Date of Birth: _____
Street Address (☐ Same as Owner): _____
City: _____ State: _____ ZIP: _____
Email: _____ Phone: _____

7. State Fraud Disclosures

Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Alaska: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

Connecticut, Georgia, Hawaii, Illinois, Iowa, Massachusetts, Michigan, Mississippi, Missouri, Montana, Nebraska, South Carolina, South Dakota, Utah, Vermont, Virgin Islands, Wisconsin and Wyoming: Any person who submits an application or a claim containing a false or deceptive statement, and does so with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, may be guilty of insurance fraud.

Arkansas, Rhode Island, Texas and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Arizona: For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

California: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: Important Notice: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department or regulatory agencies.

7. State Fraud Disclosures (continued)

Delaware, Idaho, Indiana and Oklahoma: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas, Nevada, North Carolina and North Dakota: Any person who submits an application or a claim containing a false or deceptive statement, and does so with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, may be guilty of insurance fraud.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana: Any person who knowingly presents false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oregon: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

8. Acknowledge New York Fraud Statement (required for residents of New York)

NOTE: Signature in this section is a requirement for all claim forms, when the beneficiary is a resident of New York. The beneficiary must also sign in Section 10.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Beneficiary/Executor/Trustee Signature(s): _____ Date: _____

Signature(s): _____ Date: _____

9. Certify Taxpayer ID

I certify that under penalties of perjury that:

1. The Taxpayer Identification Number or Social Security Number listed on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because:
 - a. I am exempt from backup withholding, or
 - b. I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
 - c. The Internal Revenue Service has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person, and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (FATCA does not apply as this is a U.S. account)

You must cross out item (2) if you have been notified by the IRS that you are currently subject to backup withholding because of failure to report interest or dividends on your tax return.

10. Sign and Date

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Beneficiary:

Full Name (please print): _____

Signature: _____

SSN/TIN (required) _____ Date: _____

Executor/Trustee (if applicable):

Full Name (please print): _____

Signature: _____

Signature Co-Executor/Co-Trustee: _____

TIN/EIN for Estate or Trust (required)¹: _____ Date: _____

IMPORTANT: If the contract is Corporate-Owned or Collaterally Assigned, we require an officer signature & a corporate resolution indicating the officer's signing authority. If the beneficiary is a trust, we require a trust certification form or copy of the Trust agreement. If the beneficiary is an Estate, we require letters of administration or testamentary.

¹Not the SSN for the Executor or Trustee



Annuity Beneficiary Claim Form Important Details and Disclosures

PLEASE RETAIN THIS PORTION OF THE FORM FOR YOUR RECORDS.

Submit to Nationwide



Submit by regular mail:

Nationwide Life Insurance Company
PO Box 182021
Columbus, OH 43218-2021

Submit by overnight mail:

Nationwide Insurance
1 - LC - F4
1 Nationwide Plaza
Columbus, OH 43215-2239



Submit by Fax: 888-634-4472

For More Information: Call 800-848-6331

General Information

- **Tax disclosure:** Federal laws related to these types of contracts are complex and can change. Be sure to consult with a tax advisor, financial professional, or attorney if you have questions. Nationwide doesn't provide tax or legal advice.
- To determine if a death benefit is payable based on owner or annuitant death, please contact your advisor or call the number above.
- **The use of the term Insured on this form is defined as:**
 - For contracts where a death benefit is payable upon the death of the Annuitant, Insured means Annuitant.
 - For contracts where a death benefit is payable upon the death of the Owner, Insured means Owner.
- **On Annuitant Driven Contracts, if Owner and Annuitant are NOT the same person:** If the owner dies, the contract value, instead of the death benefit, is payable. Because this is not a death benefit claim, any withdrawals may be subject to Contingent Deferred Sales Charges/Surrender Charges, Market Value Adjustment (positive or negative) and/ or recoupment of Purchase Payment Bonus.
- **On Owner Driven Contracts, if the owner and the annuitant are NOT the same person:** If the annuitant dies, the contract owner must name a new annuitant if no contingent annuitant is on the contract. Because this is not a death benefit claim, any withdrawals may be subject to Contingent Deferred Sales Charges/Surrender Charges, Market Value Adjustment (positive or negative) and/or recoupment of Purchase Payment Bonus.
- **Contingent Deferred Sales Charge (CDSC) and/or Market Value Adjustment (MVA) :** Where the Insured dies and a death benefit is payable, CDSC and/or MVA is waived on beneficially owned contracts staying in the same product. If transferring to a new product, check the contract and/or prospectus for how CDSC and MVA (if applicable) will be processed.
- **Multiple beneficiaries entitled to portion of death benefit:** Contract value remains invested according to the decedent owner's instructions until a valid beneficiary claim form is submitted. Once the first claim is received, portions of the contract value will be re-allocated as outlined in the contract and/or prospectus until claims are received from the remaining beneficiaries. Any portion of the contract value invested in a fixed or money market account will not be reallocated.
- **One beneficiary entitled to death benefit:** Contract value remains invested according to decedent owner's instructions. No reallocation will occur unless instructed as allowed within the terms of the contract.
- **Investment selection:** On certain contracts, beneficial owners and the spouse owner will have the option to change investments options if allowed within the terms of the contract. Please contact us to discuss additional options.
- **Payments to minors:** Nationwide will not pay insurance proceeds to minors. A court appointed guardian of the estate, conservator, custodian under a state's Uniform Transfer to Minors Act or a trust typically receive these funds on behalf of a minor. Contact your attorney to discuss the timely availability of monies intended for the minor's benefit.

Section 2: Spousal Elections (Options 1 and 2)

- **Marriage definition:** According to the IRS, a spouse is an individual lawfully married to another individual. Relationships that are seen under state law as civil unions, registered domestic partnerships or other, and not as marriages, are not recognized as marriages for federal tax purposes and individuals in these relationships are not entitled to federal tax benefits.
- **Withdrawals:** A re-registered spousal owner may be subject to a 10% early withdrawal federal tax penalty if withdrawals are taken before age 59 ½.
- **Timely distributions:** If the spouse, as beneficial owner, fails to take distributions when required, or adds additional money to the contract, the spouse will be re-registered as the contract owner. Any new deposits will be subject to CDSC as outlined in the contract.

For Qualified Contracts

- **No direction on Qualified Plans:** If we don't receive direction from a surviving spouse to keep a contract registered as a Qualified Plan, funds for the spouse beneficial owner will be registered as a Nationwide IRA.
- **RMD for Option 1:** If you elect Option 1, you can delay your Required Minimum Distribution (RMD) until you reach the RMD age.
- **RMD for Option 2:** If you elect Option 2, you can delay your RMD under the Life Expectancy Distribution Option (Option 5) until the decedent owner would have reached the RMD age.

For Non-Qualified Contracts

- **Re-registration:** Available even when there is more than one beneficiary. The spouse is permitted to re-register only their portion of the contract.

Section 3: Distribution Options (Options 3, 4, 5, and 6)

General Information

- **Restrictions:** Not all options and features associated with the annuity contract are available to beneficial owners.
- **Additional deposits:** No new deposits are allowed for beneficially owned contracts.
- **Beneficiary:** If new beneficiaries are not named where required, Nationwide will default the beneficiary to the beneficial owner's estate.

Option 3: 5-year or 10-Year Delayed Distribution Option

- **5-Year Delayed Distribution Option:** This option is only available for Non-Qualified contracts or if the decedent in a Qualified contract passed on or before 12/31/2019 and the decedent owner had not reached the RMD age. Withdrawals taken are not subject to the 10% early withdrawal penalty.
- **10-Year Delayed Distribution Option:** This option is only available for Qualified contracts where the decedent passed on or after January 1, 2020. Withdrawals taken are not subject to the 10% early withdrawal penalty.

For Qualified Contracts

- **Election:** The option must be selected by December 31 in the year after the year of death (**example:** If date of death is 6/1/2025, delay distributions up to 10 years must be selected by 12/31/2026).
- **If the decedent reached their Required Beginning Date (RBD), the Beneficial Owner under this option must:**
 - (1) withdraw an amount equal to the decedent's RMD amount in the year of the decedent's death.
 - (2) withdraw an amount each year after the decedent's death, at least annually. The calculation is based on the longer life expectancy of the beneficial owner or decedent.
Decedent's Required Beginning Date (RBD): the date the decedent is required to take their required minimum distribution (RMD), per IRS guidelines
- **Liquidation:** All contract value must be taken by December 31 in the 10th year (based on option elected) from the year of death (**example:** If date of death was 6/1/2025 and a 10 year option was elected, liquidation must be complete by 12/31/2035). Failure to do so may result in tax penalties.

For Non-Qualified Contracts

- **Liquidation:** All contract value must be taken by the 5th year from the date of death. (**example:** If date of death was 6/1/2025, liquidation must be complete by 06/1/2030)

Option 4: Receive Guaranteed income (Annuitization)

- **Availability:** Annuitization is not available unless the election is made and payments begin by the required date.
 - **Non-Qualified Contracts:** Election of this option must be made and distributions must begin within one year after the decedent's death. (**example:** If date of death is 6/1/2022, distributions must begin by 5/31/2023).
 - **Qualified Contracts:** Election of this option must be made by 12/31 of the year following the decedent's death. When distributions are required to begin will depend on whether the beneficiary is an Eligible Designated Beneficiary. See the DAE form for specific details.
- **Annuitization:** Once elected, is irrevocable. Payments outside of the frequency selected on the Deferred Annuitization Election (DAE) Form are not permitted. Please select your option on the DAE form. Restrictions may apply.

Option 5: Life Expectancy Distribution Option

- **Life-expectancy scheduled withdrawals:** Distributions made under this option are based on the beneficial owner's life expectancy. The amount is calculated each year. Distributions must be taken at least annually.

For Qualified Contracts

- **Availability when the decedent passed on or before December 31, 2019:** There are no limits on payments to the Beneficiary.
- **Availability when the decedent passed on or after January 1, 2020:** Payments to a Beneficiary are limited on Qualified contracts unless the beneficiary is an Eligible Designated Beneficiary (EDB).
 - **Eligible Designated Beneficiary (EDB):** If the beneficiary of a Qualified contract is a Spouse, Chronically Ill or Chronically Disabled (to verify we'll require our *Chronically Ill or Disabled Individual Physician Certification Form*, please contact us at 800-848-6331 for more details) or an adult that is older than or no more than 10 years younger than the decedent, they are considered an EDB and can receive payments for the full term elected.
 - **Minor Child of the Decedent:** A minor child is considered an EDB. However, Nationwide will not pay insurance proceeds to minors. A court appointed guardian of the estate, conservator, custodian under a state's Uniform Transfer to Minors Act or a trust typically receive these funds on behalf of a minor. Contact your attorney to discuss the timely availability of monies intended for the minor's benefit.
 - **Payments:** Nationwide will issue payments to the Appointee until the minor reaches age 18. Any remaining payments at that time will continue to the beneficiary directly for up to 10 years. We'll issue any contract proceeds remaining at the end of that 10 year period as a lump sum payment.
 - **Non-Eligible Beneficiary:** Cannot elect a Life Expectancy Distribution Option.
- **Election:** This option must be selected, and distributions must begin, by December 31 of the year after the date of death. (**example:** If date of death is 6/1/2025, delay distributions must begin by 12/31/2026).
 - **Qualified Plans only:** Beneficial owner contracts will be set up as Beneficially Owned Nationwide IRAs, unless we receive direction otherwise.
 - **IRAs only:** As long as decedent is the same, you may combine monies from this annuity contract with another beneficially-owned Nationwide IRA as a transfer.
- **RMD in the year of the owner's death:** If the decedent owner has reached their Required Beginning Date (RBD), the beneficial owner must withdraw an amount greater than or equal to the decedent owner's RMD amount.
 - **Calculation:** After the first year, the beneficial owner must take at least annually an amount greater than or equal to the RMD amount calculated based on their own life expectancy.

For Non-Qualified Contracts

- **Election:** This option must be selected, and distributions must begin within a year after the date of death (**example:** If date of death is 6/1/2025, elections must be made and distributions must begin by 6/1/2026). If the election isn't made and/or distributions don't begin within a year after the date of death, then this option is no longer available and we'll default to the 5-Year Distribution Option.

Option 6: Lump Sum Payment

- This option is a single check or direct deposit payable to the beneficiary.
- Distributions will be mailed directly to the address you give us under the Beneficiary Information Section, unless you fill out an alternate address, or if you provide us with instruction for EFT payments to your bank account. This is to help minimize the risk of a 50% penalty for Qualified Money Contracts (401, 403(b), Governmental 457(b), and all IRA types) when distributions are not withdrawn in a timely manner.
- Any tax withholding instructions should be indicated in the Tax Withholding Election section of this form. If no tax withholding instructions are provided, we will automatically withhold 10% federal income taxes as well as any applicable mandatory state taxes.
- Any amount distributed from the annuity, if taxable, will be reported to the IRS and to you on form 1099-R by Nationwide Life Insurance Company or Nationwide Life and Annuity Insurance Company for the calendar year in which the money is distributed.
- Where the owner and annuitant are not the same person, and the owner dies, the contract value instead of the death benefit is payable. The new owner must distribute the funds within 5 years, elect the life expectancy option, or take a lump sum. Because this is not a death benefit claim, any withdrawals may be subject to CDSC.

Section 4: Payment Method

Direct Deposit

- **Date of Deposit:** The deposit(s) to your checking or savings account will normally occur up to four (4) business days after the date of the withdrawal from the annuity contract.
- **Account Verification:** In processing your one-time or recurring credit transaction, Nationwide uses consumer information to verify ownership of the receiving bank account to reduce the possibility of fraud. If there is an inconsistency in the information you have provided to us and the authorized bank account holder's information, or if you fail to provide adequate account information, a paper check will be mailed to the address of record.
- **For Commercial Bank Account Owners Only:** Each of Nationwide and the Commercial Bank Account Owner identified on this form agree to be bound by Nacha Operating Rules and acknowledges that the origination of ACH transactions to this account must comply with applicable U.S. Law.
 - **Corporate Account Ownership:** Where the owner of the account is a corporation, please provide a corporate resolution or a letter from the company or bank confirming the individual who is authorized to sign checks on behalf of the company. This authorized person must sign this form as the bank account owner.
 - **Trust Ownership:** Where the owner of the account is a trust, please provide a Certification of Trust (Trust Certificate) that provides necessary information to validate the trust including but not limited to the legal Trust name and effective date, the Trustee(s) authorized to act on behalf of the Trust (generally and with respect to the trust account indicated on this form) including any successor Trustee(s), and the Trust's tax identification number.
- **Owner Authorization:** By signing this form, you authorize Nationwide Life Insurance Company and/or Nationwide Life and Annuity Insurance Company to electronically credit (deposit) and/or correct by electronic debit (withdrawal) any refund or payment due to you to the bank account listed on this form as allowed by U.S. law. You also authorize your bank to credit or debit your account accordingly.
- **Joint Account Owners:** If this bank account is a joint account, authorization by one bank account owner constitutes authorization by all bank account owners - whether a current owner of this account or added after this authorization is signed.
- **Stopping Electronic Deposits:** Your authorization allows us to make one or more deposits (and/or corrections by electronic debit) to this account, unless you tell us you want to stop. To withdraw your authorization, you must notify us by calling 800-848-6331. Please provide notification to us at least 10 days in advance of when our authorization should end. Doing so allows us and your bank to take action. **NOTE:** If you withdraw your authorization, Nationwide will cease making payments to your bank account. Your benefit payments will continue, but instead of direct deposit, a check will be mailed to your address of record.

Digital Payment

- **Account Verification:** In processing your request to electronically transfer funds, Nationwide may use consumer information to verify ownership of the receiving bank account to reduce the possibility of fraud. If there is an inconsistency in the information you have provided to us and the authorized bank account holder's information, a paper check will be mailed to the address of record.

Transfer to Another Carrier or open a New Nationwide Annuity

- **New Account:** The new account must be a Beneficially Owned or Inherited account if the beneficiary is a non-spouse.

Section 5: Tax Withholdings

- **Tax liability:** You are liable for all federal and state income tax withholdings on the taxable portion of the withdrawal. You may also be subject to federal tax penalties under the estimated tax payment rules if your estimated tax withholding payments are not enough.
- **Tax reporting:** Any taxable amount distributed from the contract will be reported as ordinary income to the IRS and you on Form 1099-R by Nationwide Life Insurance Company or Nationwide Life and Annuity Company for the calendar year in which the funds are distributed.
- **Withholdings on 403(b)/Qualified Plans:** There is a mandatory 20% withholding if the distribution is an eligible rollover distribution (ERD), unless the ERD is paid directly to an eligible retirement plan in a direct rollover. For RMDs, the mandatory withholding applies on any distribution amount in EXCESS of your RMD, if the excess qualifies as an ERD. If the distribution is not an ERD, the withholding is optional and the default tax withholding will be 10% if no election is received. Once withholding has been taken on a distribution, it cannot be reversed; however, future distributions can be changed.
- **State withholding:** Nationwide will round up to the next whole dollar as required by state regulations. If the amount of state tax you request is less than the state requires, we'll attempt to accommodate the request in accordance with required state specific regulations.

Nationwide, the Nationwide N and Eagle is a service marks of Nationwide Mutual Insurance Company. ©2024 Nationwide

**Withholding Certificate for Nonperiodic Payments and
Eligible Rollover Distributions**

Give Form W-4R to the payer of your retirement payments.

OMB No. 1545-0074

2025

1a First name and middle initial	Last name	1b Social security number
Address		
City or town, state, and ZIP code		

Your withholding rate is determined by the type of payment you will receive.

• For nonperiodic payments, the default withholding rate is 10%. You can choose to have a different rate by entering a rate between 0% and 100% on line 2. Generally, you can't choose less than 10% for payments to be delivered outside the United States and its territories.

• For an eligible rollover distribution, the default withholding rate is 20%. You can choose a rate greater than 20% by entering the rate on line 2. You may not choose a rate less than 20%.

See page 2 for more information.

2 Complete this line if you would like a rate of withholding that is different from the default withholding rate. See the instructions on page 2 and the Marginal Rate Tables below for additional information. Enter the rate as a whole number (no decimals)	2	%
---	----------	---

Sign Here	Your signature (This form is not valid unless you sign it.)	Date
------------------	--	-------------

General Instructions

Section references are to the Internal Revenue Code.

Future developments. For the latest information about any future developments related to Form W-4R, such as legislation enacted after it was published, go to www.irs.gov/FormW4R.

Purpose of form. Complete Form W-4R to have payers withhold the correct amount of federal income tax from your nonperiodic payment or eligible rollover distribution from an employer retirement plan, annuity (including a commercial annuity), or individual retirement arrangement (IRA). See page 2 for the rules and options that are available for each type of payment. Don't use Form W-4R for periodic payments (payments made in installments at regular

intervals over a period of more than 1 year) from these plans or arrangements. Instead, use Form W-4P, Withholding Certificate for Periodic Pension or Annuity Payments. For more information on withholding, see Pub. 505, Tax Withholding and Estimated Tax.

Caution: If you have too little tax withheld, you will generally owe tax when you file your tax return and may owe a penalty unless you make timely payments of estimated tax. If too much tax is withheld, you will generally be due a refund when you file your tax return. Your withholding choice (or an election not to have withholding on a nonperiodic payment) will generally apply to any future payment from the same plan or IRA. Submit a new Form W-4R if you want to change your election.

2025 Marginal Rate Tables

You may use these tables to help you select the appropriate withholding rate for this payment or distribution. Add your income from all sources and use the column that matches your filing status to find the corresponding rate of withholding. See page 2 for more information on how to use this table.

Single or Married filing separately		Married filing jointly or Qualifying surviving spouse		Head of household	
Total income over—	Tax rate for every dollar more	Total income over—	Tax rate for every dollar more	Total income over—	Tax rate for every dollar more
\$0	0%	\$0	0%	\$0	0%
15,000	10%	30,000	10%	22,500	10%
26,925	12%	53,850	12%	39,500	12%
63,475	22%	126,950	22%	87,350	22%
118,350	24%	236,700	24%	125,850	24%
212,300	32%	424,600	32%	219,800	32%
265,525	35%	531,050	35%	273,000	35%
641,350*	37%	781,600	37%	648,850	37%

* If married filing separately, use \$390,800 instead for this 37% rate.

General Instructions (*continued*)

Nonperiodic payments—10% withholding. Your payer must withhold at a default 10% rate from the taxable amount of nonperiodic payments **unless** you enter a different rate on line 2. Distributions from an IRA that are payable on demand are treated as nonperiodic payments. Note that the default rate of withholding may not be appropriate for your tax situation. You may choose to have no federal income tax withheld by entering “-0-” on line 2. See the specific instructions below for more information. Generally, you are not permitted to elect to have federal income tax withheld at a rate of less than 10% (including “-0-”) on any payments to be delivered outside the United States and its territories.

Note: If you don't give Form W-4R to your payer, you don't provide an SSN, or the IRS notifies the payer that you gave an incorrect SSN, then the payer must withhold 10% of the payment for federal income tax and can't honor requests to have a lower (or no) amount withheld. Generally, for payments that began before 2025, your current withholding election (or your default rate) remains in effect unless you submit a Form W-4R.

Eligible rollover distributions—20% withholding. Distributions you receive from qualified retirement plans (for example, 401(k) plans and section 457(b) plans maintained by a governmental employer) or tax-sheltered annuities that are eligible to be rolled over to an IRA or qualified plan are subject to a 20% default rate of withholding on the taxable amount of the distribution. You can't choose withholding at a rate of less than 20% (including “-0-”). Note that the default rate of withholding may be too low for your tax situation. You may choose to enter a rate higher than 20% on line 2. Don't give Form W-4R to your payer unless you want more than 20% withheld.

Note that the following payments are **not** eligible rollover distributions for purposes of these withholding rules:

- Qualifying “hardship” distributions;
- Distributions required by federal law, such as required minimum distributions;
- Distributions from a pension-linked emergency savings account;
- Eligible distributions to a domestic abuse victim;
- Qualified disaster recovery distributions;
- Qualified birth or adoption distributions; and
- Emergency personal expense distributions.

See Pub. 505 for details. See also *Nonperiodic payments—10% withholding* above.

Payments to nonresident aliens and foreign estates. Do not use Form W-4R. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, and Pub. 519, U.S. Tax Guide for Aliens, for more information.

Tax relief for victims of terrorist attacks. If your disability payments for injuries incurred as a direct result of a terrorist attack are not taxable, enter “-0-” on line 2. See Pub. 3920, Tax Relief for Victims of Terrorist Attacks, for more details.

Specific Instructions

Line 1b

For an estate, enter the estate's employer identification number (EIN) in the area reserved for “Social security number.”

Line 2

More withholding. If you want more than the default rate withheld from your payment, you may enter a higher rate on line 2.

Less withholding (nonperiodic payments only). If permitted, you may enter a lower rate on line 2 (including “-0-”) if you want less than the 10% default rate withheld from your payment. If you have already paid, or plan to pay, your tax on this payment through other withholding or estimated tax payments, you may want to enter “-0-”.

Suggestion for determining withholding. Consider using the Marginal Rate Tables on page 1 to help you select the appropriate withholding rate for this payment or distribution. The tables are most accurate if the appropriate amount of tax on all other sources of income, deductions, and credits has been paid through other withholding or estimated tax payments. If the appropriate amount of tax on those sources of income has not been paid through other withholding or estimated tax payments, you can pay that tax through withholding on this payment by entering a rate that is greater than the rate in the Marginal Rate Tables.

The marginal tax rate is the rate of tax on each additional dollar of income you receive above a particular amount of income. You can use the table for your filing status as a guide to find a rate of withholding for amounts above the total income level in the table.

To determine the appropriate rate of withholding from the table, do the following. Step 1: Find the rate that corresponds with your total income not including the payment. Step 2: Add your total income and the taxable amount of the payment and find the corresponding rate.

If these two rates are the same, enter that rate on line 2. (See *Example 1* below.)

If the two rates differ, multiply (a) the amount in the lower rate bracket by the rate for that bracket, and (b) the amount in the higher rate bracket by the rate for that bracket. Add these two numbers; this is the expected tax for this payment. To get the rate to have withheld, divide this amount by the taxable amount of the payment. Round up to the next whole number and enter that rate on line 2. (See *Example 2* below.)

If you prefer a simpler approach (but one that may lead to overwithholding), find the rate that corresponds to your total income including the payment and enter that rate on line 2.

Examples. Assume the following facts for *Examples 1* and *2*. Your filing status is single. You expect the taxable amount of your payment to be \$20,000. Appropriate amounts have been withheld for all other sources of income and any deductions or credits.

Example 1. You expect your total income to be \$65,000 without the payment. Step 1: Because your total income without the payment, \$65,000, is greater than \$63,475 but less than \$118,350, the corresponding rate is 22%. Step 2: Because your total income with the payment, \$85,000, is greater than \$63,475 but less than \$118,350, the corresponding rate is 22%. Because these two rates are the same, enter “22” on line 2.

Example 2. You expect your total income to be \$61,000 without the payment. Step 1: Because your total income without the payment, \$61,000, is greater than \$26,925 but less than \$63,475, the corresponding rate is 12%. Step 2: Because your total income with the payment, \$81,000, is

greater than \$63,475 but less than \$118,350, the corresponding rate is 22%. The two rates differ. \$2,475 of the \$20,000 payment is in the lower bracket (\$63,475 less your total income of \$61,000 without the payment), and \$17,525 is in the higher bracket (\$20,000 less the \$2,475 that is in the lower bracket). Multiply \$2,475 by 12% to get \$297. Multiply \$17,525 by 22% to get \$3,856. The sum of these two amounts is \$4,153. This is the estimated tax on your payment. This amount corresponds to 21% of the \$20,000 payment (\$4,153 divided by \$20,000). Enter "21" on line 2.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to provide this information only if you want to (a) request additional federal income tax withholding from your nonperiodic payment(s) or eligible rollover distribution(s); (b) choose not to have federal income tax withheld from your nonperiodic payment(s), when permitted; or (c) change a previous Form W-4R (or a previous Form W-4P that you completed with respect to your nonperiodic payments or eligible rollover distributions). To do any of the aforementioned, you are required by sections 3405(e) and 6109 and their regulations to provide the information requested on this form. Failure to provide this information may result in inaccurate withholding on your payment(s).

Failure to provide a properly completed form will result in your payment(s) being subject to the default rate; providing fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Mayor Rawn *MR*
THRU: Keith Macedo, Interim Chief of Staff
Yolanda Fields, Community Resources Director
Hannah Hungate, Assistant City Attorney
FROM: Steve Dotson, Chief Financial Officer
DATE: April 11, 2025
SUBJECT: Life Insurance Claim Form

The City was notified that the Fayetteville Animal Shelter is named as a beneficiary on the life insurance policy of Susan J. Shelton.

Nationwide Life Insurance Company has sent an annuity beneficiary claim form. The form provides several options on regarding payment to the City.

I am recommending that the City elect a one time lump sum withdrawal of the full value of the benefit.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council

THRU: Ted Jack, Park Planning Superintendent
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Keith Macedo, Interim Chief of Staff

FROM: Melissa Evans, Park Planner

SUBJECT: **TUNNELL-SPANGLER-WALSH & ASSOCIATES (CHANGE ORDER #3):**

RECOMMENDATION:

Staff recommends entering a contract amendment with Tunnell-Spangler-Walsh & Associates DBA TSW (Change Order #3) to provide landscape irrigation design and construction document services for Phase 1 improvements to Walker Community Park for the not-to-exceed amount of \$5,000.

BACKGROUND:

TSW was contracted to create construction and bid documents and conduct construction administration for Walker Park Phase One Improvements through Resolution 287-23.

DISCUSSION:

Walker Community Park and the surrounding neighborhood have seen much change over the past several years. In Phase One of this project construction, the baseball fields south of 13th Street will change to an area offering various recreational opportunities as shown in the new master plan (Exhibit C). This amendment adds design services and construction documents for a landscape irrigation design for the multi-use sports fields. These improvements support Phase One work (see Exhibit A).

BUDGET/STAFF IMPACT:

The amount requested for the irrigation design and construction documents work is \$5,000 not-to-exceed (see Exhibit B) from an unallocated bond account.

GLACCOUNT	PROJECT	AMOUNT	Notes:
4705.860.7550-5860.02	46050.7550.2000	\$5,000	Bond Funds

ATTACHMENTS: SRF (#3) , Scope of Services - Amendment (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-534

TUNNELL-SPANGLER-WALSH & ASSOCIATES (CHANGE ORDER #3):

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH TUNNELL-SPANGLER-WALSH & ASSOCIATES D/B/A TSW IN AN AMOUNT NOT TO EXCEED \$5,000.00 FOR PHASE 1 IMPROVEMENTS TO WALKER COMMUNITY PARK – PARK IMPROVEMENT BOND PROJECT

WHEREAS, on December 19, 2023, City Council approved Resolution 287-23 authorizing a contract with TSW, Inc. for design services associated with Phase 1 improvements to Walker Community Park; and

WHEREAS, this amendment adds design services and construction documents for a landscape irrigation design for the multi-use sports fields.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 3 to the contract with Tunnel-Spangler-Walsh & Associates d/b/a TSW in an amount not to exceed \$5,000.00 for Phase 1 improvements to Walker Community Park. A copy of Amendment No. 3 is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2025-534

Item ID

5/6/2025

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

Melissa Evans

4/16/2025

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends entering a contract amendment with Tunnell-Spangler-Walsh & Associates dba TSW (Change Order #3) to provide landscape irrigation design and construction document services for Phase 1 improvements to Walker Community Park for the not to exceed amount of \$5,000.

Budget Impact:

4705.860.7550-5860.02

Parks Project 2022 Bonds

Account Number

Fund

46050.7550.2000

Park Projects (2019/2022/2024 Bonds) -
Walker Park Impr, Phase One Impr

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,060,309.00

Expenses (Actual+Encum)

\$ 146,808.05

Available Budget

\$ 913,500.95

Does item have a direct cost? Yes

Item Cost

\$ 5,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 908,500.95

Purchase Order Number: 2023-00000970

Previous Ordinance or Resolution # Res.#287-23 & 167-24

Change Order Number: #3

Approval Date:

Original Contract Number: 2023-00000064

Comments:



CONTRACT AMENDMENT

Design Services

This AMENDMENT #3 (the 'Amendment') is dated and in effect as of April 7th, 2025.

This amendment (the "Amendment") is made by:

Between:

Client: City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, AR 72701

Hereafter referred to as "City", and

Consultant: TSW
1447 Peachtree Street, Suite 850
Atlanta, GA 30309

Hereafter referred to as "Consultant".

This is an amendment to the contract for:

Walker Park Phase One Improvements (Resolution 287-23)

Dated December 19, 2023, and authorized December 19, 2023 (the "AGREEMENT").

The Agreement is amended as follows:

See Exhibits A, B & C for scope, fees, and work areas.

Tunnell, Spangler & Associates, Inc.
d/b/a TSW by Adam Williamson

Date

Mayor, Molly Rawn
City of Fayetteville

Date

Exhibit A: Scope of Services

Construction Drawings Amendment #3, Walker Park

The construction drawings are for an additional area identified in the 2023 Master Plan and generally outlined in Exhibit C: Work Areas. The City may have additional funds that could be used for this phase. The project will consist of irrigation design for the flex sports fields, and new water meter and irrigation component design. These improvements will tie seamlessly into work in the original contract and will be bid with that work.

The team will consist of the following:

- TSW (project management and landscape architecture)
- Irrigation Consultant Services, Inc.

Exhibit B: Fees

Tasks L will be completed for \$5,000. Tasks and Reimbursable Expenses will be completed/billed as a NOT-TO-EXCEED (NTE) amount.

The project schedule is anticipated to increase by a total of 3-6 weeks.

Fee Breakdown by Task

TASK: L Amendment #2 Design	FEE
Task L.1: Design & Coordination (TSW)	\$600
Task L.2 Irrigation Design (ICS)	\$4,200
Task L.3 Reimbursable Expenses	\$200 NTE
Project Total	\$5,000 NTE

Exhibit C: Work Areas





MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Daryl Brigman, Financial Analyst - RTC
SUBJECT: **ROUTEWARE GLOBAL (SERVICE CONTRACT):**

RECOMMENDATION:

Staff recommends a resolution to approve agreement for annual support and authorizing purchases from Sourcewell with Routeware Global Sourcewell Contract number 041521-RCS for annual support and related products and services of Routeware software programs on the RTC collection fleet through May 28, 2026 plus any additional future renewals.

BACKGROUND:

Recycling and Trash project was approved for purchasing route optimization and RFID system enhancements. The project is for automatic vehicle locator telematics and Radio-Frequency Identification (RFID) service verification equipment for all trucks in the RTC fleet. The new equipment is designed to improve route optimization for the RTC collection fleet along with providing better service to customers by verifying collection by GPS coordinates as well as RFID tags for time of collection service.

On August 27, 2020, a pilot program was approved with Routeware for evaluating their software on the RTC collection fleet. Attached is a copy of the Routeware pilot agreement. The pilot was for 6 total vehicles (2 Residential, 2 Commercial, and 2 Roll-Off) for a period of 60 days. All Residential and Commercial vehicles utilized Windows Tablets and were provided 1 camera and a Proximity Sensor for each of the 4 automated vehicles. The Roll-Off trucks only utilized Windows Tablets. A Project Manager from Routeware was assigned to oversee the pilot which included installation and training.

DISCUSSION:

After a successful pilot program with Routeware, staff recommended moving forward with an agreement for installation of the Routeware software on the RTC collection fleet. This program showed daily RTC operations improved with the continued use of the Routeware system. The RTC staff is working closely with the City's IT and Fleet staff to continue to work together on integration.

The contract attached with this request is between Sourcewell and Routeware. Sourcewell is a State of Minnesota local government agency 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 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 Plastic Refuse and Recycling

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Containers with Related Technology Solutions from which Routeware was awarded a contract.

According to the terms of the contract, Routeware Global offers Sourcewell participating agencies the following discounts:

1. Pricing for contract #041521-RCS offers Sourcewell participating agencies a 10% to 35% discount. These discounts will include a standard 5% product discount, waived fees for ReCollect's (Routeware Global) Essential Success package, and bundled discounts that can range between 10% and 20%.

BUDGET/STAFF IMPACT:

The annual support for FY25 actual cost is \$101,790.72 but was reduced to \$81,438.03 due to an overpayment in FY24 and is budgeted in 5500.750.5000-5315.00. No additional funds are requested.

Per agreement, beginning on the first full calendar year commencing after the Effective Date or on the one year anniversary of the Effective Date, Company may, upon thirty (30) calendar days' prior notice to Customer, prospectively increase any Support Fees no more than 10% and any Service Fees no more than 5%, effective on the first day of the subsequent year.

ATTACHMENTS: SRF (#3), Routeware Invoice -037212 (#4), Routeware Fayetteville Global Sales and License Agreement (#5), Sourcewell Contract Number - 041521 (#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 #: 2025-471

ROUTEWARE GLOBAL (SERVICE CONTRACT):

A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ROUTEWARE GLOBAL, INC. FOR RECYCLING AND TRASH COLLECTION LOCATION MONITORING PRODUCTS AND SERVICES IN THE AMOUNT OF \$81,438.03, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT THROUGH MAY 28, 2026, AND FUTURE RENEWAL PERIODS

WHEREAS, on December 21, 2021, the City Council approved Resolution 336-21 authorizing a contract with Routeware Global for the purchase of monitoring software and hardware to be deployed across the Recycling and Trash Collection fleet; and

WHEREAS, Routeware Global offers Sourcewell participating agencies a 10% to 35% discount that includes a standard 5% product discount, waived fees for the Essential Success package, and bundled discounts that can range between 10% and 20% and staff recommends entering into a new contract for the continued use of these products and services.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign an agreement with Routeware Global, Inc. for Recycling and Trash Collection location monitoring software, hardware and related services in the amount of \$81,438.03, pursuant to a Sourcewell cooperative purchasing contract, through May 28, 2026, plus any future renewals with an increase of not more than 10% for support fees and 5% for service fees each renewal period.

City of Fayetteville Staff Review Form

2025-471

Item ID

5/6/2025

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

Daryl Brigman

4/9/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve agreement with Routeware Global for annual support and related products and services of Routeware software programs on the RTC collection fleet through May 28, 2026 plus any additional future renewals.

Budget Impact:

5500.750.5000-5315.00

Contract Services

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 154,688.00

Expenses (Actual+Encum)

\$ 27,416.44

Available Budget

\$ 127,271.56

Does item have a direct cost? Yes

Item Cost

\$ 81,438.03

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 45,833.53

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Routeware Companies

REMITTANCE (EFT PREFERRED): accountsreceivable@routeware.com | PO Box 676074, Dallas, TX 75267-6074

We'd like to introduce our new Customer Portal, where you can download invoices and make payments!

It can be found here: [Register / Pay Now](#)

FOR USD CUSTOMERS:

Bank: PNC Bank, N.A.
Bank Address: 2 Tower Center
Blvd, East Brunswick, NJ 08816
Acct Title: Routeware, Inc.
Account #: 8026456977
Routing #: 031207607

FOR CAD CUSTOMERS:

Bank: PNC Canada Branch
Bank Address: 130 King West Suite 2140,
Toronto ON M5X 1E4
Account Title: Routeware Canada, Inc.
Account #: 7900015824
Bank & Transit #: 365, 00790
GST/HST no. 81978 8480 RT0001

Invoice

Invoice #: INV-037212

Invoice Date: 12/20/2024

BILL TO

City of Fayetteville - AR
1560 Happy Hollow Rd
Fayetteville, AR 72701

SHIP TO

City of Fayetteville - AR
1560 Happy Hollow Rd
Fayetteville, AR 72701

CUSTOMER PO	CUSTOMER NO.	TRACKING NUMBER	SHIP VIA	TERMS	DUE DATE
2025 Q1 Support	C000849			Net 30	01/19/2025

DESCRIPTION	QTY	U/M	UNIT COST	AMOUNT
Cloud Hosting 1 units x \$825.92 per unit, per month	1	Each	\$2477.76	\$2,477.76
Interface Support 1 units x \$294.64 per unit, per month	1	Each	\$883.92	\$883.92
Monthly Service Fee 23 units x \$196.01 per unit, per month	23	Each	\$588.03	\$13,524.69
Auto Pickup System Fee 18 units x \$27.56 per unit, per month	18	Each	\$82.68	\$1,488.24
Picture Service Fee 21 units x \$62.01 per unit, per month	21	Each	\$186.03	\$3,906.63
Cellular Data Charge (RD) 23 units x \$17.40 per unit, per month	23	Each	\$52.20	\$1,200.60
RouteMaker Subscription 1 units x \$655.28 per unit, per month	1	Each	\$1965.84	\$1,965.84
Subtotal				\$25,447.68
SHIPPING				\$0.00
SHIPPING (RMA)				\$0.00
TAX				\$0.00
VAT				\$0.00
VAT-nr				\$0.00
Total				\$25,447.68
PAYMENTS APPLIED				\$20,352.69
REMAINING DUE				\$5,094.99 USD

PLEASE NOTE: To the extent you do not have a currently effective written contract for services with a Routeware company, by paying this invoice, you agree that the terms and conditions found at <https://routeware.com/Clients/> will apply to and govern the services provided to you by Routeware, and therefore, will affect your legal rights and obligations. However, if you have a currently effective written contract for services with a Routeware company, the terms and conditions of your written contract will continue to apply as provided in such contract. As determined appropriate by Routeware, payments that do not reference a specific invoice will be applied to the oldest outstanding invoice.

Customers with a balance 30+ days past due are subject to support hold.
Overdue amounts are subject to late payment charge of 1.5% per month.

All returns are subject to a 15% restocking charge.
Fees may be occasionally increased to align with inflation and cost increases.

MASTER SALES AND LICENSE AGREEMENT

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Company" Routeware, Inc. and its subsidiaries

"Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Confidential Information" has the meaning set forth in Section 9.

"Data Sets" mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.

"Designated Computer System" means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.

"Dispute" has the meaning set forth in Section 10.8.

"Documentation" means user guides, user manuals, specifications, and other documentation provided by Company for specific Truckware or Officeware, as such documentation may from time to time be amended or modified by Company.

"Fees" means the amounts due for all Products and Services under the Order.

"Hardware" means all items designated in the Order as "Hardware".

"License Period" means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date.

"MSLA" means this Master Sales and License Agreement.

"Officeware" means all server-based or desktop-based, Software that is provided to Customer by Company under this Agreement, whether installed at Customer's site, hosted by Company or cloud-hosted, other than Truckware.

"Order" means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.

"Products" means Hardware and Software.

"Services" means all items designated in the Order as "Services" and "Support".

"Software" means all items designated in the Order as "Software" and includes all Updates.

"Support" means all items designated as "Support" in the Order and as further defined in the Support Plan.

"Taxes" has the meaning set forth in Section 2.3.

"Third-Party Products" means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or "free" software.

"Third-Party Terms" has the meaning set forth in Section 4.

"Truckware" means all Software that operates on hardware that is integrated into the Customer's vehicle fleet, whether such hardware is sold by Company or certified and approved by Company in writing.

"Updates" has the meaning set forth in the Support Plan.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. Company's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any instalment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

2.2 Payment Terms and Remedies. Unless otherwise stated in the Order, Customer will pay all invoiced Fees in the currency set forth in the Order within thirty (30) days following invoice date. All Fees are non-refundable. Fees for Software are based on parameters set forth in the Order (such as number of trucks or users) and not actual usage, and cannot be reduced or refunded during the License Period based on non-use. In the event of non-payment by Customer of any Fees, Company may, at its option, delay the delivery of Products and/or suspend Services and Support until all overdue Fees and late charges have been paid in full.

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4 Price Adjustment. Beginning on the first full calendar year commencing after the Effective Date or on the one year anniversary of the Effective Date, Company may, upon thirty (30) calendar days' prior notice to Customer, prospectively increase any Support Fees no more than 10% and any Service Fees no more than 5%, effective on the first day of the subsequent year.

3. SOFTWARE LICENSES; SUPPORT

3.1 License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customers payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

- (a) To operate the Officeware and Data Sets for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.
- (b) To operate the Truckware on up to the number of trucks authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Truckware on hardware (including computers and peripherals) that is not sold or certified and approved by Company.
- (c) To use the Documentation in connection with the licenses described in subsections (a) and (b).

3.2 Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period.

3.3 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):
(a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products); (b) distribute,

transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation; (d) create modifications to or derivative works of the Software; (e) reproduce the Software (except that Customer may make up to two archival copies of the Officeware solely for backup purposes); (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software; (g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws; (h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; (i) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software; (j) create any software that competes with the Software or provides substantially the same functions as the Software; or (k) use the Software in a country other than as indicated in the Order. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4. **THIRD PARTY PRODUCTS.** Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third-Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.
5. **AUDITS.** During the term of the Agreement and for a period of one year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Officeware, and any hardware that contains Truckware). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than 15 days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customers premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this Section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will be subject to legal remedies available to Company for Customer's breach of the Agreement.

6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

6.1 Mutual. Each party represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it; (b) the execution of this Agreement and performance of its obligations under this Agreement do not

and shall not violate any other agreement to which it is a party; (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

6.2 Hardware and Software Warranties. (a) Subject to the exceptions listed below in part (b), Company warrants (i) that the Hardware will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the “Hardware Warranty”) for one year from the date of initial delivery (the “Hardware Warranty Period”); and (ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the “Software Warranty”) for a period of ninety (90) days from the date of initial delivery (the “Software Warranty Period”). Customer may purchase renewals of the Hardware Warranty Period through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, Company will have no further obligation to repair or support the applicable Hardware.

(b) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty or Software Warranty will be repair or replacement of the defective Product. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware and Software Warranties do not apply to any defect or failure to operate that is attributable to: (i) Customer's misuse or abuse of or failure to maintain the Product; (ii) Customer's failure to operate the Product in accordance with the Documentation; (iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement; (iv) any change made to the Product by Customer without Company's written approval; (v) any defect, limitation or incompatibility in any equipment or other component installed by Customer; (vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies; (vii) any material change in Customer's business or in the operating conditions under which the Product is used; (viii) translations; or (ix) Third-Party Products.

6.3 Disclaimer. THE WARRANTIES OF SECTION 6.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

7. LIMITATION OF LIABILITY

7.1 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, SECTION 9 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 9 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS)

WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 9 (CONFIDENTIALITY), OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

7.3 ALLOCATION OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. TERM AND TERMINATION

8.1 Term of Agreement. The Agreement begins on the Effective Date and continues until terminated pursuant to this Section 8.

8.2 Termination Rights. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows: (a) by mutual, written agreement of the parties; (b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party; (c) at the end of the License Period; or (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within 60 days.

8.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies: (a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession; (b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 5, 6.3, 7, 8.3, 9, 10 of the MSLA, Section 2.2 of the Support Plan (if the Support Plan is an Incorporated Agreement), and Sections 5.1, 6, 7, 8, 9, and 10 of the PS Agreement (if the PS Agreement is an Incorporated Agreement) shall survive termination; (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and (d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement. Upon termination of the Agreement, Routeware will make all route and customer data available to the Customer in a txt file that includes all Customer-collected data. The txt file will be comma-delimited with an associated data dictionary that describes what each field contains. The data should be provided prior to the Customer prior to the end of the Agreement term and be available for 60 days after the Agreement termination date

9. CONFIDENTIAL INFORMATION; PUBLICITY

9.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 9 as confidential (collectively, the "Confidential Information"). Both

parties agree to identify any Confidential Information as follows: if written, with a written legend that says “confidential” or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written confirmation of that confidential status within 30 days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information. A Recipient will not, without the Discloser’s prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria: (a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully; (b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records; (c) information that the Recipient receives from another party who is not in breach of any of that party’s obligations as a result of that disclosure; or (d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality. Additionally, a Recipient may disclose Discloser’s Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This Section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser. Routeware agrees and understands that this Agreement and documents submitted to the Customer pursuant hereto are subject to the Arkansas Freedom of Information Act. 12.5.

9.2 Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process; (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least 10 days’ prior written notice of such disclosure. Neither party may use the other party’s trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party’s express written consent, which will not be unreasonably withheld or delayed.

10. MISCELLANEOUS

10.1 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

10.2 Insurance. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker’s compensation insurance as required by applicable law.

10.3 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers, directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

10.4 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

10.5 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances: (a) with the express written consent of the other party, which in the case of consent requested of Company, may not be unreasonably delayed or withheld; or (b) in the case of Company, to an Affiliate of the assigning party. Any transaction (or series of related transactions) that results in a change of Control of Customer is deemed to be an assignment for purposes of this Agreement. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

10.6 Waivers. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

10.7 Governing Law. The laws of the State of Arkansas, Washington County, Fayetteville AR, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Any dispute or claim relating in any way to this Agreement, or use of the Services, or Company Materials will be resolved in a court of competent jurisdiction in Washington County, Arkansas. Neither party waives its right to a jury trial.

10.8 Intentionally Omitted.

10.9 Intentionally Omitted.

10.10 Conflicts. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect.

10.11 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid

and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 10.11. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

10.12 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

10.13 Headings; Interpretation. Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, “includes” (or “including”) means without limitation.

10.14 Export Compliance. The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

10.15 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

10.16 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

10.17 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document will have no effect and are hereby rejected.

ReCollect #041521-RCS

Pricing for contract #041521-RCS offers Sourcewell participating agencies a 10% to 35% discount. These discounts will include a standard 5% product discount, waived fees for ReCollect's Essential Success package, and bundled discounts that can range between 10% and 20%.

**AMENDMENT #1
TO
CONTRACT # 041521-RCS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **ReCollect Systems Inc.** (Vendor).

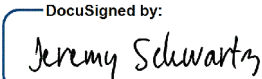
Sourcewell awarded a contract (041521-RCS) to Vendor to provide Plastic Refuse and Recycling Containers with Related Technology Solutions to Sourcewell and its Participating Entities, effective May 24, 2021, through May 28, 2025 (Contract).

On March 25, 2021, Routeware Global Inc. acquired ReCollect Systems Inc. Since then, Routeware has assumed the rights and obligations under the Contract. Sourcewell consents to the change in ownership of the Contract.

As of the effective date of this Amendment, all references to "Recollect Systems Inc." in the Contract will be replaced with "Routeware Global Inc."

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: 
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

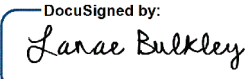
Date: 8/31/2023 | 12:52 PM CDT

Approved:

By: 
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 8/31/2023 | 12:52 PM CDT

Routeware Global Inc.

By: 
27FAFBCA2B804F0...
Lanae Bulkley

Title: Controller

Date: 8/31/2023 | 7:40 AM PDT

**Solicitation Number: RFP #041521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ReCollect Systems Inc., 3381 Cambie Street, Suite 528, Vancouver BC V5Z 4R3 Canada (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor 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 May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor 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 Vendor'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.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 acts of God or other conditions that are beyond that 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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. Vendor 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 Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

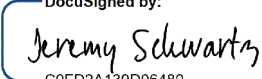
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

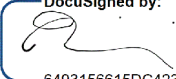
22. CANCELLATION

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ReCollect Systems Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2021 | 7:47 PM CDT

DocuSigned by:

By: 6493156615DC423...
Drew Rifkin
Title: VP-Sales and Marketing
Date: 5/25/2021 | 8:31 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/25/2021 | 8:33 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: ReCollect Systems Inc.
Address: 1861 William Street
Vancouver, BC V5L 2R7
Contact: Drew Rifkin
Email: drew.rifkin@recollect.net
Phone: 360-219-9798
Fax: 604-761-4775
HST#: 98-1077853was

Submission Details

Created On: Friday February 26, 2021 13:26:44
Submitted On: Wednesday April 14, 2021 15:20:21
Submitted By: Drew Rifkin
Email: drew.rifkin@recollect.net
Transaction #: 60a418e1-316c-4994-9026-8a08177cf036
Submitter's IP Address: 209.121.148.31

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 (and applicable d/b/a, if any):	ReCollect Systems Inc.	*
2	Proposer Address:	ReCollect Systems Inc. 3381 Cambie Street, Suite 528 Vancouver, BC V5Z 4R3 Canada	*
3	Proposer website address:	www.recollect.net	*
4	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):	Drew Rifkin VP - Sales and Marketing drew.rifkin@recollect.net 1-604-761-4775	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Drew Rifkin VP - Sales and Marketing drew.rifkin@recollect.net 1-604-761-4775	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tanusri Pardeshi Marketing Coordinator tanusri.pardeshi@recollect.net +1 613-970-5595	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

7	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.	Core Values - At ReCollect, we adhere to three values: 1. Delight Residents/ Students - We aim to provide residents/ students with unexpectedly good service and surprisingly useful products. 2. Enable Self Service - With products that delight, you can help residents become more self-reliant and answer questions without resorting to expensive phone calls. 3. Encourage Behavior Change - ReCollect's engaging products help our clients drive behavior change to save money and help the planet. With our assistance, clients are able to shift the behaviour of their residents to: - Increase recycling capture rates - Lower contamination in the streams - Reduce call volumes at your helpdesk or 311 center - Increase participation in both regular collection and irregular services such as household hazardous waste collection or other events. Our Principal Business Philosophy- ReCollect makes recycling and waste communications easy. We specialize in digital solutions for waste management-related communications for municipalities, regions, and haulers across North America. With a focus on ease-of-use for residents, ReCollect's services drive unparalleled levels of engagement. The key to our success is not just a delightful product but customer support that is legendary in providing both support but also best practices in solid waste and recycling communications. Please call any of our customers for a reference. With solutions that are built entirely in-house, our team troubleshoots issues personally and resolves them immediately. When you hire ReCollect you work directly with the people responsible for creating these tools. You have access to a team with deep experience working with, and in, local government. Our Vision - ReCollect's vision is to provide organizations access to the newest technology and best practices in communication in order to delight residents, customers and staff, save organizations money and help improve the environment. In pursuit of this mission, ReCollect has emerged as the global leader of digital communications applications to Solid Waste and Recycling organizations. Every week our software is used by people all over North America with a combined population of 100+ million citizens who deliver millions of reminders and service thousands of queries per minute ensuring that waste streams are not contaminated and call centers are more efficiently leveraged. Industry Longevity - Founded as a private company in 2012, ReCollect has grown from 3 founders to a staff of over 30. Our company is structured around our key goals - our product management and software development team focuses on deploying amazing products by working closely with our Customer Success and Implementation team who provide support and advice around communications. Our scaled impact and legendary service is made possible by a team that combines leading software engineers, local government and public policy experts, and some of the most recognized communications experts in the field of solid waste and recycling. As a company, ReCollect's growth has been built on our reputation and has expanded from our core government market to Education Institutions and First Nations/ Native American groups.
---	---	--

8	What are your company's expectations in the event of an award?	ReCollect does not expect Sourcewell to bring us new deals. Our hope is that Sourcewell will make us more marketable, and as a bonus may bring us some new deals, but it is not our expectation. Our expectations focus on reducing the procurement burden on us and our customers, making our already successful model still more successful. By partnering with Sourcewell, we hope to continue to streamline procurement activities (for both ReCollect and our customers) so that we can invest resources into scaling our business even more quickly, including expanding our product line. ReCollect attributes much of our success to our world-class products and focused sales process. We are effective at engaging governments, and conveying/ selling our value. Understanding and building a repeatable sales model is critical for any business and we have achieved this goal. Indeed, we have developed an effective system that experiences significant year-over-year growth in this capacity. That said, the slowest part of our process has historically been procurement (previous to our current Sourcewell contract). After a potential customer evaluates our products and decides to move forward, the procurement process could take anywhere from 3 to 12+months through non-Sourcewell procedures.	*
9	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.	ReCollect launched in 2009. Since then, we have become a multi-million dollar technology company. Over the past three years, our revenue has grown by 225%, our team has grown 250%, and our Sourcewell customer base has grown to over 85 organizations across the United States. We are, in practice, a deeply fiscally conservative company. Throughout the period discussed above, we have remained cash flow positive without seeking or needing investor capital. More critically, because our clients sign multi-year contracts with a fixed price annuity, our future cash flow is remarkably stable. The result is that, given existing contracts and the revenue they generate, ReCollect could fail to close any new business (an extremely unlikely scenario) and continue to pay our team and service our existing customers in perpetuity. We forecast significant growth in the Government and Educational sectors over the coming years. Uploaded is a signed reference letter from our Certified Accountant and a Certificate of Good Standing issued under the Business Corporation Act of British Columbia. Further, we would be happy to talk about our financial strength in detail and find ways to demonstrate it to satisfy the committee.	*
10	What is your US market share for the solutions that you are proposing?	Based on an estimated 20,000 serviceable customers (Government agencies, Educational Institutions, and Indigenous Groups), our market share in the US is 1%. Some of those customers include counties and other regional agencies that include multiple municipalities.	*
11	What is your Canadian market share for the solutions that you are proposing?	Based on 3000 eligible customers (Government agencies, Educational Institutions and Indigenous Groups) with waste and recycling services, the Canadian market share is 9.7%. Some of those customers include counties and other regional agencies that include multiple municipalities.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither ReCollect nor its founders/owners have ever petitioned for bankruptcy protection.	*
13	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?	ReCollect would best describe itself as (b) a service provider of software services - Software as a Service (SaaS). Our sales and service personnel are employees of ReCollect, and we do not utilize a dealer network.	*

14	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.	Aside from registering in states where we do business and our British Columbian Business License, there are no licenses or certifications required to run our business.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ReCollect has never been suspended or disbarred from practice.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Waste 360 40 Under 40 Jenny English, Waste Reduction and Recycling Specialist: https://www.waste360.com/business/recollect-systems-english-serves-waste-and-recycling-expert-municipalities Ryan Buhay, Account Executive (Waste Haulers): https://www.waste360.com/fleets-technology/recollect-systems-buhay-stumbles-upon-waste-industry-career Kelly Millman, Waste Solutions Manager: https://www.waste360.com/business/recollect%E2%80%99s-millman-dedicated-waste-reduction-sustainability Excellence in Recycling from the Michigan Department of Environmental Quality 2017 Won an award for Excellence in Recycling https://recollect.net/blog/recycling-authority-wins-michigan-award-recycling-education-recollect/ Top 10 Citizen Relationship Solution Providers https://citizen-relationship.govciooutlook.com/vendor/recollect-systems-a-simple-costeffective-solution-for-waste-management-cid-279-mid-35.html Carolina Recycling Association Award 2019 Won with City of Greensboro, North Carolina https://www.cra-recycle.org/2019awards/ Carolina Recycling Association Award 2020 Won with Town of Cary, NC http://www.cra-recycle.org/2020awards/ Smart Cities Connect - Smart 50 Awards - 2019 Won with the City of Marietta, GA https://spring.smartcitiesconnect.org/Smart50Awards/2019AwardRecipients.html Environmental Sustainability Leadership Award - 2018 Won with the RecycleCT Foundation https://nerc.org/news-and-updates/nerc-bulletin/december-2018#awardwinners SWANA 2016 Excellence Award Won with the Regional Municipality of Durham, ON https://swana.org/Awards/ExcellenceAwards/2016Winners.aspx	*
17	What percentage of your sales are to the governmental sector in the past three years	In our last three years of sales, ninety percent (90%, by volume) have come from the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	In our last three years of sales, five percent (5%, by volume) have come from the education sector.	*
19	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?	We do not currently have any state or provincial purchasing contracts and one cooperative contract, as seen below: Sourcewell: Public Works Communications Technology Contract #041217-RCS Approximate annual sales volumes - 2020: ~\$700K USD 2019: ~\$550K USD 2018: ~350K USD	*
20	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?	None.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Southeastern Minnesota Recyclers Exchange	Anthony Wittmer	507-328-6737	*
Charles County	Meg Romero	301-932-5656	*
City of Greenville	Kevin Mulligan	252-329-4520	*
Metro Nashville, TN	Sharon Smith	615-862-8715	

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
City of Calgary	Government	AB - Alberta	1. Collection Calendar 2. Waste Sorting Game 3. Web App 4. Mobile App	43,870.33 USD	131,611 USD	*
City of Austin	Government	Texas - TX	1. Collection Calendar 2. Waste Wizard 3. Appointment Scheduler 4. Special Collection 5. Waste Sorting Game 6. Web App 7. Mobile App	43,687 USD	131,061 USD	*
Sacramento County	Government	California - CA	1. Collection Calendar 2. Waste Wizard 3. Mobile App 4. Web App	39,696 USD	119,088 USD	*
Columbus	Government	Ohio - OH	1. Collection Calendar 2. Waste Wizard 3. Web App	30,581 USD	91,743 USD	*
City of Fort Worth	Government	Texas - TX	1. Collection Calendar 2. Waste Wizard 3. Web App 4. Mobile App	26,790.66 USD	80,372 USD	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *	
23	Sales force.	We have a dedicated in-house sales force of eight, plus marketing, and assistants. Together, we ensure streamlined procurement for all prospective customers.	*
24	Dealer network or other distribution methods.	We do not employ a dealer network or other distribution methods.	*
25	Service force.	We have a dedicated in-house service force of eleven which consists of both technical support and customer success professionals. Our technical support group is composed of product and data experts that support all technical aspects of ReCollects Services. While our Customer Success group has deep knowledge of the solid waste and recycling industry and assists our customers in maximizing the value of their investment in ReCollect's products. Together our Service Force has an amazing customer rating average of 9.8 out 10.	*
26	Describe in detail the process and	A) Implementation Process -	

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.	During the implementation process, the customer will be assigned a dedicated Customer Success Manager. This person will liaise between our customer and the ReCollect team to ensure their suite of tools are successfully launched. An implementation plan is leveraged and an estimated schedule is drafted prior to kick-off. During the kick-off meeting, this plan is described to the customer project team and timelines are agreed upon or adjusted. Responsibilities and dependencies are clearly defined. All deliverables required from the Agency for solution configuration are described. After the kick-off, ReCollect provides a detailed list of the deliverables right inside the Admin Portal. ReCollect conducts quality assurance testing on every product setup built. ReCollect then requires User Acceptance Testing (UAT) by the customer. The first tutorial is conducted in order for the Agency to conduct this UAT. Once the tools are launched, ReCollect provides ongoing support, 12 hours a day (7 am to 7 pm PT), five days a week to both residents and our customers. ReCollect Staff continuously monitor the usage of the tools, and will have regular check-ins with customers. Critically, ReCollect staff will offer suggestions around how to increase adoption and improve communications based on insights gathered from hundreds of other deployments and ReCollect administrators. We also hold regular webinars with our customers where strategies for success are shared. The dedicated ReCollect Customer Success Manager (CSM) will take the customer through these phases as follows: 1. Adoption - The focus of this phase is to help the Agency promote the new digital communication tool to the Agency's residents. The steps during this phase are: a) Promotion planning - with a bountiful library of promotional templates and examples, the CSM will start by showing a wide range of tactics - from Facebook and bus shelter ads, to press releases and bin stickers. Based on what the agency is motivated by and what they know Residents will be attracted to, the CSM delivers a tailored Communications Plan complete with templates for ease of use. b) Check-in calls - one at approximately one month after production implementation, the other approximately 6 months after launch. c) What's covered during these check-ins - Metrics analysis to learn what tactics are working and setting benchmark adoption rates based on data from other municipalities similar to the Agency - same size, similar resources, etc. so it's realistic. ReCollect's library of promotional templates and examples are always available to the Agency and as new innovative tactics are created, they are announced and shared by email to ReCollect customers. 2. Education - Once Residents are using the tool and adoption growth is on pace, ReCollect continues to analyze metrics and prove goal achievement, but the focus shifts to education topics. ReCollect's system provides you with detailed metrics around resident interactions. These metrics are used to help drive data-driven decisions with the goal of moving the needle around your key performance indicators. 3. Program Change - While program changes can happen at any point in the Agency's journey of using the ReCollect product, ReCollect customers tend to have learned what program changes they should make based on the data they're learning from the app. ReCollect has encountered all kinds of program changes, from introducing an Organics Program, switching to an every other week collection schedule, to changing the local school outreach program or introducing a Curbside Audit. ReCollect Customer Success Managers have a wealth of knowledge to share on learnings about what to avoid, what to expect, what to consider, and want to be an expert invited to the planning stages and help the Agency make great decisions. 4. Final Acceptance - Final acceptance is mutually defined at the end of each phase of the project and continually advanced throughout the duration of the contract. B) Training - We provide administrator training and support from the moment we launch our products. For every new customer, we facilitate a tutorial about behind-the-scenes features and how best to: - Create events - Manage and update solid waste calendars - Create education campaigns
---	--

- Create service alerts
- Manage the waste wizard behind the scenes, and
- Manage mobile app content and read reviews
- Analyze dashboard metrics across all products

In addition to our formal training program, customers are welcome to contact us at any time about challenges they experience using ReCollect technology. We support customer development by conducting webinars, writing content, and sharing useful information about waste management and communications right in our very own ReCollect Academy. We have also helped customers apply and win communication awards.

C) Ongoing Support -

All of our service support is directly handled by ReCollect. Our customer team supports both our customers and end-users 12 hours a day (7 am to 7 pm PT), five days a week. ReCollect also provides 24/7 uptime and performance monitoring, and ongoing development to keep improving our products and services.

Customers can contact us at any time using our support email and end-users can submit directly from the app. Some end-user requests are appropriate for the city to respond to, for example, missed collection requests. Those, we immediately forward to the appropriate city contact.

ReCollect investigates any technical support requests that are not related to service critical incidents as soon as possible and responds to the customer by the end of the second business day after the request is made with a resolution or confirmation that the request has been forwarded to the appropriate person for resolution.

D) Reports -

Each month, ReCollect automatically generates reports which are emailed to customer administrators. These reports feature a number of key metrics that provide insight into the adoption, uptake and active use of ReCollect.

Our reports are not a superficial treatment that merely provides download statistics. Metrics are deeply integrated for our whole platform. We help you understand what content is popular, how and where you are communicating, how many people are actively using your products week-by-week and many other helpful metrics. Customer administrators can also generate detailed week-by-week breakdown reports at any time by accessing ReCollect admin dashboards. These reports can be exported to Excel with a single click.

ReCollect has a comprehensive dashboard with real-time reports that are available to staff that becomes ReCollect administrators (those with access to make changes to the tools).

This dashboard is available 24 hours a day from work and home. These stats include: Metrics Measured by Each Product:

Collection Calendar -

- How many residents look up their collection schedule
- How many residents sign up for reminders
- The distribution of reminders by type (email vs. SMS vs. iCal, etc...)
- The distribution of reminders by route (are their routes with low or high uptake) and many other stats

Waste Wizard -

- What are the most looked up items over the 14 days, 1 month, 3 months, 6 months and all-time (since launch)
- What are the most looked for items that ARE NOT in the wizard, broken down over the last 14 days, 1 month, 3 months, 6 months and all-time (since launch).
- See most looked-for depots and other stats.

Special Collection -

- How many requests were created?
- How many requests were canceled?
- How many items scheduled for pickup?
- What days are most popular?
- What time of day is most popular by day of the week?
- How many items are requested at a time?
- What are the most popular items, and what are the top items that are canceled?

Waste Sorting Game -

- What materials are most misunderstood and how?

E) Problem Solving -

Should our customer not receive the support required, they are welcome to contact the Director of Customer Success directly or any of the Executive team. In addition, we love feedback and new ideas and will look for ways to incorporate new ideas for

		new features into our product roadmap — the product you see today results in part from the hundreds of conversations we have with customers, existing and prospective, every year.	
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Many ReCollect staff and many of our customers are located in the United States. As such we are happy to provide Sourcewell procurement to new customers and current customers looking to renew. Currently, we have 85 active and happy annual customers that utilize ReCollect via our Sourcewell contract within the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Many ReCollect staff and many of our customers are located in Canada. As such we are happy to provide Sourcewell procurement to new customers and current customers looking to renew.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ReCollect products are appropriate for all regions within the United States and Canada. No other cooperative purchasing contracts limit our ability to promote a contract with Sourcewell.	*
30	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?	ReCollect is willing and capable of serving all Sourcewell participating entity sectors including government, education, and not-for-profit organizations across all of Canada and the USA. We currently serve all of these sectors and regions.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ReCollect currently provides services within Alaska, Hawaii, and Gaum. We are not constrained by geography and no specific contract requirements or restrictions would apply to customers in Hawaii or Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	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.	Our marketing strategy showcases the success of our customers and aligns our products as tools they leverage to overcome their challenges. Our demand generation programs cover a wide range of areas including, but not limited to success stories, webinars, email marketing, paid advertising (publications, Google AdWords), referral marketing and content marketing. In our marketing collateral, we aim to showcase Sourcewell as a reputable and established partner that helps organizations more easily procure our products. Announcement of Sourcewell Contract - In the event of a Sourcewell contract, ReCollect will send an announcement to all customers and prospects outlining the benefits of working with Sourcewell in a cooperative purchasing arrangement. Collaboration with Sourcewell - We will work with Sourcewell to work on the best language and find best practices, including identifying together the best metrics of success for Sourcewell marketing. Trade Shows - Trade shows are a great way for our sales and marketing team to reach out to prospects, test what works, and identify changes within the industry. At trade shows, we do more than sit behind a booth. Because there are always at least two of us there, one of us will network with customers, chat with industry leaders, and ultimately meet with prospects. When the trade show has ended, we follow up with contacts made to either learn more about their challenges and check in with customers. - 3-5 Trade Shows per year - Sourcewell documentation at the booth - Sourcewell mentioned in fact sheet - Sourcewell mentioned in case studies regarding procurement - Market research at trade shows for future messaging Referrals and Testimonials- ReCollect's proudest statistic is our exceptionally high renewal rate. This, coupled with our A+ testimonials, means that we receive many of our new prospects from referrals. We also work with recently launched customers to elicit referrals for nearby prospects. Our products work best when neighboring regions all use them - this constellation strategy has been a successful one for us. - Collateral explaining Sourcewell to customers - Collateral for customers to share with neighboring cities and regions about Sourcewell

		Newsletter - Our e-newsletter marketing campaigns are sent to relevant actors in the field. We send different campaigns to different segments of our contacts to either let them know that we're attending a conference near them, tell them about a new product or service or keep in touch if a sale has been put on hold. - In our drip campaign, a newsletter to new prospects about procurement and Sourcewell Web Properties - Our web properties are targeted to cities with one goal in mind: to have prospects contact us for more information. We believe that when cities can discuss their challenges with us on their terms, they can learn about the benefits of ReCollect in a way that serves them best. It is important to us that a match be made between what the city needs and what we can provide. Our web copy serves as a fact sheet for what we provide and entices prospects to talk to us about what they need. However, it also serves as a filter for prospects who might be looking for something else. This, coupled with the initial phone call we have with prospects, ensures that prospects are excited to move forward with the sales process. - A landing page dedicated to procurement and Sourcewell - Sourcewell logo on our homepage and product pages - Paragraph about Sourcewell in "about" section Renewals - Many of our customers, including hundreds of municipalities, are Sourcewell eligible. Every 36 months we renew with a new deal. ReCollect has a strong track record of customer retention and we expect many of the renewals to be streamlined thanks to Sourcewell. Our plan is to leverage the Sourcewell contract for renewals. Some are already using our tools through our partner, Cascade Engineering, thanks to their Sourcewell contract. - A Sourcewell contract gives ReCollect a great reason to return to customers with an easier way to renew - Collateral explaining the benefits of Sourcewell to customers Printed Marketing Materials - ReCollect will produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and marketing publications. We will also maintain fact sheets and case studies, and informational materials. For examples of these, please see Appendices A, B, and C. We would be pleased to work with Sourcewell to create more marketing materials as our relationship evolves. Contract Announcements and Advertisements - ReCollect provides a public relations and announcement package to all new customers. In this, we will include language, print, and digital materials about Sourcewell as appropriate.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing strategy focuses on educating our target market. Our blog is regularly updated with industry best practices and important education we learn and share from our customers. Our newsletter, over 13,000 subscribers strong, provides timely industry news, strategies and tips for our target audience. We spend much of our marketing efforts delivering education and building meaningful conversations with Governmental and Educational Institutions via hosted email marketing, hosted webinars, and newsletter. Our web properties and owned media (our website, social media accounts, publisher accounts) are full of information about what we provide and how to contact us. All of our owned media is fully optimized for SEO, usability and the customer experience. In addition to core SEO (keywords, title tags, meta descriptions, alt tags, etc) we utilize metadata extensively across our website (and all properties), fully utilizing rich snippets, the knowledge graph and social metadata.	*

34	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?	We do not have any expectation that Sourcewell will be promoting ReCollect or its products. It is our perspective that the responsibility falls upon us to make the most out of our Sourcewell contract. Currently, we promote our active SourceWell contract on all of our web pages and have a dedicated Sourcewell webpage : https://recollect.net/sourcewell/ ReCollect is keen to make Sourcewell the primary approach to purchasing ReCollect - asking if a prospect is, or could quickly become, a member is the first question our sales team asks a qualified lead. Critically, our sales team is already trained on how Sourcewell works and has experience discussing it with clients. As a result, it is already integrated into our sales process. A new Sourcewell award would just increase the priority we would assign Sourcewell in our process. In addition, we have been working with our communications and marketing team to create an outreach strategy to our ~13,000 member prospect list - including many prospects in Canada - suggesting that they consider Sourcewell as a vehicle to facilitate procuring ReCollect and other products.	*
35	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 consultative approach to ReCollect's sales process, our products are not available through an e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	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.	Training - Training is included as part of all ReCollect products. Specifically, all customers are provided detailed training, guided by ReCollect's skilled customer success staff. Each of our customer success staff has worked in the solid waste industry, many for municipalities, before their roles at ReCollect, so they are acquainted first-hand with the challenges our customers face. In these training sessions, our customers learn to use all of ReCollect's product features. This is a standard launch procedure, and we encourage participation by keeping the training short, engaging, and relevant. ReCollect Academy - Customers are also able to access a large library of resources, such as product announcements, on-demand webinars, success stories, promotional assets, and many more inside the ReCollect Academy. This is a constantly growing resource that is provided to all ReCollect customers. Community of Practice Webinars - ReCollect offers regular "Community of Practice" webinars in which customers learn about best practices when implementing and using ReCollect products, as well as other ways to enhance public education and communications. Customers can also actively participate in these webinars by being a co-host or asking questions, should they choose. All training costs are included within our Success Packages.	*

37	Describe any technological advances that your proposed products or services offer.	As a software company, ReCollect's entire offering consists exclusively of technological advances to help manage the process of solid waste and recycling communications programs. ReCollect is constantly expanding and growing not only its product offerings but also makes ongoing and consistent upgrades to existing products and features. ReCollect's technology offerings include the following benefits: 1. Eliminates the need to print collection calendars by allowing residents to get notifications about their schedules. Residents can custom print a personalized calendar if they need it. 2. Large printed recycling guides are eliminated with ReCollect's Waste Wizard. This database can support a large number of materials, provides detailed information on how to dispose of the materials, and is available anytime, anywhere (with an internet connection). 3. Educational outreach is complemented by the Waste Sorting Game, which tracks gameplay data and provides educators with more information, helping cities focus their resources on other projects. 4. Reduces service issues such as missed collections or broken bins. Issues can be resolved and tracked via web interface or an automated call-in system. 5. Similarly, requests to collect oversized or special collection items no longer require phone calls but are fully online and mobile-enabled. 6. All ReCollect services are hosted on ReCollect's servers and do not require IT resources for installation, to run services, or for ongoing maintenance. 7. ReCollect's team of data experts allows ReCollect tools to connect and to and report back to pre-existing systems, such as call center software. GIS, routing software, and service request systems are just a few of the systems ReCollect has integrated with. 8. Access to information via Voice Assistant devices. Today, ReCollect's Waste Wizard can be configured to be accessed via voice assistance such as Alexa. ReCollect's most important technological advance is that we rapidly improve services and products for clients on a continuous basis. ReCollect deploys new code on a daily basis and security patches, performance improvements and new features regularly. As a result, ReCollect customers receive a steady stream of technological advances.	*
38	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.	ReCollect Systems is a technology company that combines deep expertise in solid waste and recycling with technology that works for government, education, and not-for-profit organizations. Our team is composed of leaders in public policy, recycling and solid waste communications, behavior change, and technology. Being "green" is our mission. We seek to reduce the environmental footprint of everyday people by increasing recycling and reducing waste and contamination. We also pride ourselves on helping move cities eliminate printed flyers and calendars for residents. To date our tools have prompted numerous clients to forgo flyer-based marketing campaigns, eliminating millions of printed flyers in North America over the past several years. Further, ReCollect has been a digital-first and remote-based company since its inception over eight years ago. Our remote work policies have greatly reduced vehicle travel, printing, and other environmental costs. Finally, our company's "green team" looks for ways to further reduce company waste.	*
39	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.	Our company does not have any third-party issued eco-labels, ratings or certifications.	*

40	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.	As a Canadian organization, these accreditations are not applicable to ReCollect. However, at ReCollect inclusion is very important, both within our organization and in respect to the products we build. All of our products are built with a focus on digital accessibility. Specifically, we ensure our tools can be accessed by everyone regardless of barriers, such as visual, hearing, motor or cognitive impairments. To facilitate this we focus on compliance with Section 508 of the US Rehabilitation Act (www.section508.gov). Every year ReCollect hires an external auditor to conduct an accessibility review of our products to ensure compliance with section 508. The software development team must then complete all recommended changes to receive a conformance report. This process represents a significant investment by ReCollect and is an expression of our commitment to equitable access to our tools. To this point kindly find attached the following documents: 1. ReCollect's Diversity Policy 2. Accessibility Conformance Report
41	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?	When you think of your favorite websites and mobile apps they are almost always consumer-facing. They are beautiful, easy to use, and constantly updated. ReCollect has a record of delighting both our customers and our users by providing this in the municipal/education space. In this way, ReCollect brings the reliability and innovation often found in the consumer tech space to government. ReCollect also brings a level of customer service unheard of in the software space. We are regularly told by customers that we are their favorite vendor. This is in part because our tools work beautifully (all of our development staff come out of silicon valley companies), but it is also because we combine deep expertise in solid waste (all of our customer success staff have worked in local government) and we have a strong vision of where our customers need to get to (our founders includes some of the leading thinkers in the civic tech space - see David Eaves, who lectures at the Kennedy School of Government at Harvard University on technology and government). Finally, ReCollect is unique in that it is one of the few players in the technology space that put our customers, their rights as data owners, and their reputation, before ourselves. It is for this reason that every government agency that procures tools from ReCollect owns their own brand and information associated with their unique service. Local residents can trust that the information within the application is accurate when it comes from the city or county itself. ReCollect isn't trying to disintermediate the relationship between city and citizen; our tools are helping make it stronger.

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 *	
42	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. Our warranties impose no usage restrictions or other limitations. The following is an excerpt from our service agreement in respect to ReCollect's warranty: - ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the ReCollect Services is otherwise unavailable. - ReCollect shall grant the Licensee one month of free service should the Service experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Licensee 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month. ReCollect's complete Standard Software Service Agreement (including all warranty details) has been uploaded to the warranty section of this submission.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties impose no usage restrictions or other limitations.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, ReCollect's warranties cover the expense of technicians. This is especially the case because we are an in-house hosted solution and do not require travel for repair or upkeep.	*
45	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?	ReCollect can service all geographic regions within North America, with no restrictions. All services are provided virtually via telephone and internet.	*
46	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?	ReCollect's warranty is exclusive to the products sold by ReCollect Systems Inc.	*
47	What are your proposed exchange and return programs and policies?	Exchanges are handled on a case by case basis and we treat all returns based on the termination language outlined in the Software Service Agreement. Our default language allows for the termination of the agreement at the expiration. Alternatively, either party may terminate the agreement, if the other party materially breaches this Agreement and such breach: 1: is incapable of cure; or 2: being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. ReCollect's complete Software Service Agreement (including all termination details) has been uploaded to the warranty section of this submission.	*
48	Describe any service contract options for the items included in your proposal.	All customer success, customer service, technical support, and resident support costs are included in the cost of ReCollect's software as a service products (all products in this proposal). We are open to modifying part of any service contract should the need arise.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30 with annual invoicing; however, we are flexible with these terms depending on customer requests.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	ReCollect's standard financing practice is to invoice annually although we are flexible and can accommodate requests for alternative invoicing schedules.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	All orders are directly processed by ReCollect. An order will be documented via ReCollect's Standard Service Agreement which will reference ReCollect's Sourcewell contract and applicable terms and conditions. The order will be considered complete upon joint signature of the Service Agreement. All agreements that have been executed via Sourcewell will be tracked through ReCollect Customer Relations Management (CRM) Software. We report sales quarterly to our executive team and will be able to replicate data for Sourcewell.	*
52	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?	Yes, we accept P-card procurement and payment processes.	*

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 *	
53	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.	Kindly find a detailed SKU-based price list as a PDF and .xlsx file uploaded to the pricing upload section. This price list shows list price and Sourcewell preferred pricing for all products included as part of this RFP submission. ReCollect's main product offerings are structured as Software as a Service(SaaS) which bases pricing around all-inclusive subscription fees. We include service, support, maintenance, language localizations, and update costs into one single and consistent annual cost. The attached list pricing is population-based and structured around a 12-month agreement. Sourcewell pricing is discounted by 5%. Further, Sourcewell members will receive additional bundled discounts when multiple products are purchased. Specifically, we will provide an additional 10% bundle discount for 2-products, 15% bundle discount for 3-products, and a 20% bundle discount for 4 or more products purchased at the same time. Kindly see attached Spreadsheet. All ReCollect products require the purchase of our essential success product. We are pleased to waive the fee for this product for all Sourcewell members. As such, the Hotlist discount for the Essential Success package is 100%. We are comfortable providing significant discounts due to the efficiencies found working via Sourcewell. This will result in significant savings for Sourcewell members and will maintain both the value of our product and the sustainability of our pricing model.	*

54	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.	Sourcewell's discount presented in this response reflects between a 10% to 35% discount. These discounts will include a standard 5% product discount, waived fees for ReCollect's Essential Success package, and bundled discounts that can range between 10% and 20%. These significant Sourcewell member discounts reflect the procurement cost savings associated with ReCollect's customer acquisition cycle, as well as a strategic financial incentive for customers to use Sourcewell's cooperative purchasing agreement.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell members will receive additional bundled discounts when multiple products are purchased. Specifically, we will provide an additional 10% bundle discount for 2-products, a 15% bundle discount for 3-products, and a 20% bundle discount for 4 or more products purchased at the same time.	*
56	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.	ReCollect will quote "sourced" products on a case-by-case basis if and when it is mutually beneficial to the Sourcewell member and ReCollect.	*
57	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.	There are NO additional charges associated with ReCollect products and services.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	ReCollect's products are provided as Software as a Service. We host our products on internet servers and therefore there are no shipping and delivery program. Training is provided via the web and phone.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There is no different shipping or delivery procedure for territories outside of the Continental USA.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Software as a Service is an increasingly popular delivery method for software products. Instead of buying and installing a software product using a compact disk or a visiting company representative, the customer subscribes to a service via the internet. This offers a number of advantages to the customer: - Updates and improvements to the service are continually made throughout the year. The customer never has to re-install the software to receive the updates. - Our customer support exceeds expectations thanks to our constant up-time and network availability. - Any installation cost is waived and included in the annual subscription fee. - All iOS and Android updates (an inevitability with mobile applications) are accounted for as they happen. The software will never be left behind.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	ReCollect will retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from us under the awarded contract. ReCollect's customer relationship management system (CRM) tracks the contracting vehicle for all contracts the company closes. This field is required to be completed for the CRM to process an order. As a result, the sales team must mark if a deal is leveraging the Sourcewell in order to complete their process. Once a deal is marked as leveraging Sourcewell and is closed, this triggers the creation of both: a) an automatic notification for our finance team, and b) a to-do for a member of the finance team at the end of each quarter to confirm the deal with ReCollect's Sourcewell contact. These two items ensure that this process provides us with an audit trail so we can review all new deals, submit an accurate report and payment to Sourcewell at the end of each quarter.
63	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.)	ReCollect would pay Sourcewell an administrative fee of 3% of the value of any contract it reaches with a member who procures via our shared cooperative purchasing agreement.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a high-level overview of our products. Detailed information is included in the Product Portfolio attached as an extra document to this submission. Collection Calendar (SWR-PRD-CAL-STD) Allows people to view their collection schedule online, and subscribe to email, phone, Twitter or text message collection day reminders. Residents can also print or add the calendar to their personal digital calendars. Your department can send messages to residents to help them recycle right or to notify of a collection delay. The Collection Calendar can be used on its own, or integrated with ReCollect's Waste Wizard. Like all our products, it is available on the web in a mobile-responsive format, and in a mobile app. Event Calendar (SWR-PRD-CAL-EVT) People can see upcoming events at locations, such as Household Hazardous Waste drop-off events. People can also get reminders of upcoming events, get notified of any cancellations or long lines at events, and view important information, such as changes to location hours or any other relevant information. Waste Wizard (SWR-PRD-WIZ-STD) The Waste Wizard tells residents what goes in what bin. This directory has the best-in-class search tool with predictive search and synonym detection. All the information in the directory represents local guidance, including maps to local depots. As with all our products, the analytics from this tool help in communication efforts. Multi-Community Waste Wizard (SWR-PRD-WIZ-MUL) The Multi-Community Waste Wizard has the same functionality as our Waste Wizard but allows for different rules between more than one community. Special Collection (SWR-PRD-COL-STD) Residents can request for large or other special items to be collected. They communicate directly with the city to schedule a time, learn about requirements, and if mandated, pay the city, through this application. We integrate with all leading scheduling and routing systems. If you don't have a system for scheduling collections, we can provide that too. Like our other tools, the Special Collection app

		integrates with all other city ticketing software. Appointment Scheduler (SWR-PRD-APT-STD) Residents can schedule an appointment time for a depot event, typically household hazardous waste or electronics disposal events. Appointments can be restricted to specific addresses, by the number of appointments per day, and other useful restrictions. All requests can be downloaded in a report and are viewable inside the admin dashboard, allowing for easy resource management for the appointment windows. Curbside Audit Tool (SWR-PRD-CAT-STD) Cities are able to conduct visual waste audits in the field through a staff-only mobile portal. Field workers can measure things such as contamination levels, program participation, or the number of bags/bins out. All data is sent back to the dashboard in real-time allowing for progress monitoring. Waste Sorting Game (SWR-PRD-GAM-STD) The Waste Sorting Game teaches residents how to recycle right locally. All the graphics including the city background, the bins, the branding, and the depot names are made for your city. As with all our tools, it is available on all modern browsers both on desktop computers and mobile phones. Online Payments (SWR-PRD-PAY-STD) An online store appears directly on ReCollect web and mobile apps. People can place select items or services from a list, pay for them online, and receive a confirmation email. Platform: Website Tool (SWR-OPT-WEB-STD) All of our tools are available for your city website. They are easy to place as part of your recycling web pages and even your Facebook messages. When you subscribe to any of the four tools listed above, you will receive two lines of code to place in your design. When it's launched, the web app will match your organization's style and brand. Residents will see a cohesive, city-owned web page. Platform: Mobile App (SWR-OPT-MOB-STD) This mobile app can have any combination of the tools above, and will belong entirely to your city. When your residents search for your city's recycling app in their app store, they will be able to download it for free. If your city has an app, our tools can integrate with what you have. Either way, your residents will be using an entirely city-branded service. Text Messaging (1,000 Subscribers) (SWR-OPT-SMS-B1K) People can receive reminders and alerts via text messages. ReCollect's text messaging service complies with telecommunication industry anti-spam regulations. Voice Assistant (Alexa) (SWR-OPT-VOI-STD) Residents can ask Alexa to look up how to dispose of items after a skill name is enabled. People are provided spoken recycling instructions that are short and optimized for the voice assistant. Success Packages (SCS-PKG-ESS, SCS-PKG-ENH, SCS-PKG-PLA) ReCollect provides three tiers of packages depending on a customer's support and other needs. The first tier includes 20 ReCollect staff hours per year, the middle tier includes 60 hours of work, and the top tier includes 80 hours of work. Additionally, most requests are completed within 15 business days for the first and middle tiers, and 4 business days for the top tier. The top tier also includes one integration with a third party platform, such as a ticketing system. Data Transformation Services (SCS-PKG-DTS) ReCollect provides an additional service that can help transform calendar address data for customers that need more help to use their data with ReCollect's tools. This service provides data cleansing, formatting, merging, and includes up to 15 hours of work to set up an automated connector for data transfer. Premium Languages (LNG-PRM-FRE, LNG-PRM-SPA) All public-facing products are automatically translated into Spanish or French by multi-lingual human translators. Attached under Additional Documents is our Product Portfolio that highlights the details of all of our products within the Sourcewell catalog.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable. (None)	

Table 14B: 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
66	Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	ReCollect's Collection Calendar (SWR-PRD-CAL-STD) and Waste Wizard (SWR-PRD-WIZ-STD) offer detailed information associated with the collection and proper disposal of materials in Residential-sized refuse and recycling containers. Further, the Waste Sorting Game (SWR-PRD-GAM-STD) game-ifies proper disposal in Residential-sized refuse and recycling containers for recycling education of children and adults.
67	Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	ReCollect's Collection Calendar (SWR-PRD-CAL-STD) and Waste Wizard (SWR-PRD-WIZ-STD) offer detailed information associated with the collection and proper disposal of materials in Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts. Further, ReCollect's Special Collection product (SWR-PRD-COL-STD) can streamline extra tip requests.
68	Lift and tipping solutions for stationary carts and dumpsters	☒ Yes ☐ No	ReCollect's Special Collection product (SWR-PRD-COL-STD) can streamline extra tip requests while our Waste Wizard tool (SWR-PRD-WIZ-STD) provides guidance on the type of materials that may be disposed of in stationary carts and dumpsters.
69	Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b.	☒ Yes ☐ No	ReCollect Systems is a technology provider by definition. All of our products have been built with the focus of providing technology solutions related to the management, planning, communications and collection of refuse and recycling materials.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	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.	We rely heavily upon metrics of success to maintain our contracts, it is measurable evidence they are receiving value. We have a 99%+ customer retention rate, which we attribute some of this success to our ability to prove value through metrics. We have metrics based on specific products, as indicators of adoption and user satisfaction, for example: 1. Total Number of Mobile Downloads 2. App Ratings and Reviews from the Google and Apple stores 3. Total Number of Collection Day Reminders, by Reminder Type 4. Total Number of Waste Wizard Views All are measured as a total number, as a percentage of total households, are charted over time, and are benchmarked against like communities.

71	Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business.	We only keep data that is necessary to provide our service. We do not share data with any third parties. We collect and store customer data only as required. All user data is owned by the user, not by ReCollect. Thus, the user and customer have the right to their own data, even if it is created by ReCollect within ReCollect products. Please see the following excerpt of our privacy policy (https://policy.recollect.net/privacy): "Information that is gathered from visitors - In common with other websites, log files are stored on web servers, saving details such as the visitor's IP address, browser type, referring page and time of visit. For reminders, the subscriber's contact information, location and contact details will be stored on a server. How the information is used - The ReCollect service is operated by ReCollect Systems Inc. You are not obligated to provide any personal information in order to use the service. Any information submitted is used to provide the reminder service and to enhance the subscriber's experience when using the website by displaying personalized content. Email addresses will not be sold, rented or leased to third parties. Email may be sent to inform you of news of related services offered by our clients. Where the information is stored - All personal information collected for the purposes of ReCollect reminders is transmitted securely and only stored on ReCollect Systems Inc. servers, which are located in secure data centers in the United States of America. Information will be accessed only by ReCollect Systems Inc. or by employees or agents of ReCollect Systems Inc. and only for the purposes described above. Third-party policies - ReCollect uses services provided by Google Inc. ("Google"). The Google Maps API may be used to help find addresses and is used to display maps and calculate directions and distances to certain locations. ReCollect does not transmit contact information to Google (e.g. phone numbers, emails), but addresses entered into ReCollect may be used by Google services to perform location queries. Please review Google's Privacy Policy in order to understand how Google uses the data it collects. Data Ownership - ReCollect customers own their own data. Our legal agreements always place ownership of the operational and collected resident information with the customer. Data Retention - By default, ReCollect adopts an aggressive 90-day policy on data retention. ReCollect deletes any Personal or Operational data that is no longer in use after 90 days, and deletes Exhaust Data retained for auditing and debugging after 90 days. We are open to modifying the above to meet any additional City requirements. ReCollect is prepared to comply with any requests for custom data exports. These can be made by city administrators directly through the administrative dashboard or by ReCollect staff upon request."
----	--	--

72	Explain your organization's approach to data protection and access.	Only ReCollect's Operations Staff has access to the data. They follow processes to ensure that all data is transmitted between systems securely, all ReCollect servers are updated and secured, and that automated testing processes protect against unauthorized access of sensitive data. ReCollect web services use HTTPS at all times. Passwords are stored in an encrypted form, using a salted bcrypt method. Cookies are secured using HMAC SHA1. ReCollect commits to directly contacting the designated officers/staff (such as a security officer) if it is determined and discovered that we have experienced a data breach. There is default language in our subscription agreement committing us to this. Based on independent assessment, ReCollect Systems Inc. is the only company in our market to have a robust security infrastructure. ReCollect receives an A+ grade from SSL Labs (https://www.ssllabs.com). This grade indicates that ReCollect protects its users against known security issues including recent well-documented risks (e.g.: Heartbleed, BEAST, etc.). ReCollect uses Cloud Computing environments from Amazon Web Services. As such, Our Security and Privacy Policy requires that any computer hardware owned by ReCollect use Full Disk encryption, any data transmitted must be over a secure TLS connection, Anti-Theft monitoring systems must be used, and our processes to decommission hardware requires us to wipe hard drives in accordance with our policies. We are highly aware of sensitivities around ownership of and access to data and will never share user (residents or city) data with any third parties, such as advertisers.
73	Describe how your offering encourages increased participation in recycling and diversion programs.	ReCollect's products are centered around improving participation in recycling and diversion programs. ReCollect's tools increase diversion by enabling our customers to provide education and outreach that includes relevant and timely information about 'what goes where'. In addition, ReCollect's tools help our customers reduce contamination by first harnessing the power of the data we collect about what items their residents frequently sort incorrectly. Our clients then use that data to create targeted communications campaigns to educate residents about the appropriate behavior. A wonderful example of success can be found in Kirkland Missouri where the city's contamination rate went from 15% to 6% after deploying ReCollect's tools. In short, by driving participation in recycling and diversion programs ReCollect's products help keep recyclable and dangerous goods out of the landfill by keeping residents educated, engaged and informed.
74	Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.	Yes, ReCollect's platform includes responsive web-based tools that embed in websites and also provide custom branded native Android / iPhone Apps.
75	Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs.	ReCollect's design practices focus on digital integrated solutions that provide a simple, easy-to-use interaction. ReCollect's user experience experts are constantly monitoring how ReCollect's tools are being used and crafting both new features and improving existing features to improve ease of use and drive participation in recycling and diversion programs. This work also increases the longevity of the service as ReCollect releases these features in an ongoing manner, adding hundreds of improvements to the product every year. In addition, ReCollect conducts accessibility audits - to ensure everyone can use our tools regardless of ability - every year. ReCollect is the only fully accessibility compliant solution in the marketplace. Through this emphasis on creating integrated and accessible solutions, ReCollect's customers are able to transition away from the expensive and onerous process of printing and mailing calendars, resulting in reduced life cycle costs for education and outreach.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Sourcewell 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 Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 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."
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday April 13, 2021 16:10:45
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday April 13, 2021 16:17:10
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE or Related Certificates.zip - Tuesday April 13, 2021 16:18:07
 - [Warranty Information](#) - Warranty Information - Sourcewell2021_SSA_Template.pdf - Tuesday April 13, 2021 16:18:50
 - [Pricing](#) - Pricing.zip - Wednesday April 14, 2021 14:17:23
 - [Upload Additional Document](#) - ReCollect_Product_Portfolio-_Sourcewell_2021.pdf - Tuesday April 13, 2021 16:21:31

Proposer's Affidavit

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. - Andrew Rifkin, VP of Sales and Marketing , ReCollect Systems Inc.

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_Plastic_Refuse_Recycling_Containers_RFP_041521 Wed March 17 2021 03:40 PM	☒	1
Addendum_3_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 8 2021 09:41 AM	☒	1
Addendum_2_Plastic_Refuse_Recycling_Containers_RFP_041521 Fri March 5 2021 04:19 PM	☒	1
Addendum_1_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 1 2021 04:31 PM	☒	1



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Devin Howland, Director of Economic Vitality
FROM: Marlee Stark, Economic Equity & Mobility Project Manager
SUBJECT: **NATIONAL LEAGUE OF CITIES SOUTHERN CITIES ECONOMIC INITIATIVE (GRANT ACCEPTANCE):**

RECOMMENDATION:

Staff recommend accepting a Southern Cities Economic Initiative (SCEI) planning grant in the amount of \$15,000.00 from the National League of Cities (NLC) program to support a six-month project to develop the City's proposed economic strategy to develop community-driven affordable housing solutions and approval of a budget adjustment.

BACKGROUND:

In February 2025, Mayor Rawn provided the requisite letter of support for Economic Development staff's application to the SCEI planning grant opportunity. No local match was required for this grant.

On April 11, 2025, staff received a letter from NLC awarding the City of Fayetteville with a \$15,000 planning grant. By accepting the grant and participating in the SCEI program, staff will:

- Receive technical assistance and resources (e.g., economic inclusion inventory tool)
- Develop an implementation plan to advance community-led solutions to affordable housing challenges in the community
- Be eligible to apply for an additional \$30,000 to \$60,000 in implementation grant funding

DISCUSSION:

Mirroring the rich public engagement process used to create the City's Economic Vitality Master Plan, Economic Development staff developed the "Fayetteville Futures: Co-Designing Solutions for a Future-Ready Fayetteville" program proposal with the goal of integrating participatory democracy strategies into its economic mobility efforts. Accepting the planning grant would allow staff to pressure test and polish a concept for a data-driven Community Innovation Challenge program with small cash prizes awarded to local resident teams who generate policy, program, or product solutions for pressing municipal challenges. The SCEI project will focus on housing given it is a high-priority focus area for the community.

The planning grant project was drafted in partnership with Circles NWA, a Fayetteville-based nonprofit focused on poverty reduction which has previously deployed the Innovative Poverty Solutions iterative model to create a new auto lending program to support low-income residents. Building on this model, City staff would partner with Circles NWA to convene residents, identify key housing challenge problem statements, and encourage

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

collective-solutioning through a pitch competition open to residents.

Participating in the SCEI program would also include tailored technical assistance, peer learning opportunities, access to data and experts from the Federal Reserve Bank of Atlanta, and connections to national funders and longer-term funding for economic mobility initiatives. These resources would prove synergistic with other economic mobility-oriented action items in the Economic Vitality Master Plan.

BUDGET/STAFF IMPACT:

Grant acceptance will add \$15,000 to the Economic Development Department's project budget to execute the first phase of the proposed program. Staff anticipate bringing a sub-recipient agreement with Circles NWA for City Council review before June 2025 to support program management.

ATTACHMENTS: SRF (#3) , BA (#4), NLC Award Letter (#5), Memorandum Of Understanding (#6), Grant Narrative (#7), Planning Grant Budget (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-523

NATIONAL LEAGUE OF CITIES SOUTHERN CITIES ECONOMIC INITIATIVE (GRANT ACCEPTANCE):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A SOUTHERN CITIES ECONOMIC INITIATIVE PLANNING GRANT IN THE AMOUNT OF \$15,000.00 TO SUPPORT A PROJECT TO DEVELOP COMMUNITY-DRIVEN AFFORDABLE HOUSING SOLUTIONS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Economic Development staff developed the “Fayetteville Futures: Co-Designing Solutions for a Future-Ready Fayetteville” program proposal with the goal of integrating participatory democracy strategies into its economic mobility efforts; and

WHEREAS, on April 11, 2025, staff received a letter from the National League of Cities awarding the City with a \$15,000.00 planning grant for the program; and

WHEREAS, by accepting the grant and participating in the Southern Cities Economic Initiative Planning program, staff will receive technical assistance and resources, develop an implementation plan to advance community-led solutions to affordable housing challenges in the community, and will be eligible to apply for an additional \$30,000.00 to \$60,000.00 in implementation grant funding.

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 accept a Southern Cities Economic Initiative planning grant in the amount of \$15,000.00 to support a six-month project to develop the City’s proposed economic strategy for community-driven affordable housing solutions.

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

2025-523

Item ID

5/6/2025

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

Marlee Stark

4/15/2025

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

STAFF IS RECOMMENDING APPROVAL OF A RESOLUTION AUTHORIZING MAYOR RAWN TO ACCEPT A \$15,000 THE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI) PLANNING GRANT FROM THE NATIONAL LEAGUE OF CITIES INCLUDING APPROVAL OF A BUDGET AMENDMENT.

Budget Impact:

1010.090.6600-5342.00

General

Account Number

Fund

32502.2501

NLC Southern Cities Economic Inclusion Initiative
(SCEI) Grant

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 15,000.00

Remaining Budget

\$ 15,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	ECONOMIC DEVELOPMENT (050)	
	Requestor: Devin Howland	

STAFF IS RECOMMENDING APPROVAL OF A RESOLUTION AUTHORIZING MAYOR RAWN TO ACCEPT A \$15,000 THE SOUTHERN CITIES ECONOMIC INCLUSION INITIATIVE (SCEI) PLANNING GRANT FROM THE NATIONAL LEAGUE OF CITIES INCLUDING APPROVAL OF A BUDGET AMENDMENT.

	COUNCIL DATE:	5/6/2025
	ITEM ID#:	2025-523
	Kevin Springer	
	4/15/2025 9:43 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]

April 10, 2025

The Honorable Molly Rawn

City of Fayetteville, AR

Dear Mayor Rawn,

We are delighted to inform you that the City of Fayetteville has been selected by the National League of Cities (NLC) to participate in the *Southern Cities Economic Initiative (SCEI)*! Your city is one of twenty cities selected for the initial six-month planning phase of SCEI. The other cities selected to participate in this project are Morrisville, NC, Harrisonburg, VA, Lauderhill, FL, Jacksonville, FL, Canton, GA, Jonesboro, GA, Jackson, MS, Thomasville, NC, Little Rock, AR, Greenville, MS, New Orleans, LA, Pensacola, FL, Nashville, TN, Natchitoches, LA, Monroe, LA, Charlottesville, VA, Atlanta, GA, Sunflower Co Collab, MS, and Center Point, AL.

We are excited to partner with you in designing and executing local economic strategies that boost economic mobility and resilience for residents and businesses.

The project includes two phases: A planning phase will run from April 24, 2025, through October 31, 2025. At the end of the planning phase your city will be invited to apply to participate in a two-year implementation phase with additional grant funding beginning in January 2026.

NLC is implementing this project in collaboration with the Federal Reserve Bank of Atlanta and with support from the W.K. Kellogg Foundation, the Annie E. Casey Foundation, the Robert Wood Johnson Foundation, the Kresge Foundation, and the Nathan Cummings Foundation.

This letter and its attachments describe important next steps and a set of key documents that require your attention. Please review these details carefully.

Memorandum of Understanding: A memorandum of understanding (MOU) (attached) must be signed and returned to NLC **by May 5, 2025**. If you require additional time to complete and return the signed document to NLC, please reach out to Rosanna Mulcahy at mulcahy@nlc.org.

Grant disbursement: To facilitate the distribution of your \$15,000 planning grant, we require your signed **MOU** along with the completed **ACH form** and **W-9** attached to this email. Please

ensure these documents are returned to us as soon as possible to avoid delays in processing your grant.

Orientation call for city teams: Over the next few months, NLC will host several learning opportunities for participating cities to come together as peers to reflect on goals and strategies. The first orientation call is scheduled for **April 24, 2025, at 1:00PM Eastern Time**. NLC will follow up soon with your city's team lead to provide more details, including a zoom link for the meeting and a project timeline. We look forward to meeting you and other members of your team on this call.

Media strategy: We encourage you to announce your city's selection in the SCEI project publicly. NLC has created a comprehensive **Communications Toolkit** (attached) which includes a sample press release and ready-to-use social media posts to help you effectively share your participation and align your message with NLC's communications strategy. We ask you to **please hold off on any media announcements until NLC's public release date of April 24, 2025**. Coordinating our announcements on this date will amplify our impact and maximize media attention.

Thank you for your attention to these next steps. Please do not hesitate to reach out to us with any questions about the project or any of the materials in your welcome packet by contacting Rosanna Mulcahy, Program Manager of Economic Opportunity and Financial Empowerment at mulcahy@nlc.org.

Congratulations on your selection for SCEI! We look forward to working with you!

Sincerely,

Heidi Goldberg

A handwritten signature in cursive script that reads "Heidi Goldberg". The signature is written in dark ink and is positioned below the printed name.

Director, Economic Opportunity and Financial Empowerment

SOUTHERN CITIES ECONOMIC INITIATIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL LEAGUE OF CITIES INSTITUTE
AND
CITY OF FAYETTEVILLE

This Memorandum of Understanding (MOU) between the **National League of Cities Institute (NLCI)** and the **Municipality of Fayetteville, AR** (hereinafter, “the City”) sets forth the terms of participation and understanding as part of the **Southern Cities Economic Initiative (SCEI)** between April 24, 2025, and October 31, 2025.

SCEI is a program designed to help municipalities plan and implement economic mobility and inclusion strategies. NLCI and partners will help participating cities achieve these goals by providing research and data support, peer learning opportunities, tailored technical assistance, and grant funding. The program’s goal is to expand and sustain the participation and economic mobility of underserved businesses and residents, ultimately leading to thriving communities and a more equitable economy.

SCEI is a collaboration between NLCI and the Federal Reserve Bank of Atlanta and with support from the W.K. Kellogg Foundation, the Annie E. Casey Foundation, the Robert Wood Johnson Foundation, the Kresge Foundation, and the Nathan Cummings Foundation.

GRANT AWARD AND USE OF FUNDS

NLCI will provide the City a grant in the amount of \$15,000 to support costs associated with expanding and sustaining the economic mobility of residents and small businesses as outlined in the City's application as accepted by NLCI. Funds shall be used solely for the purpose and goals stated herein and in accordance with the budget submitted by the City and approved by NLCI for activities for the term of this MOU. Allowable uses of funds include but are not limited to expenses associated with core personnel costs; consultants, stakeholder engagement with community organizations, residents, and other partners; supports or incentives for resident engagement such as payments, gift cards or food; sub granting to target population; technology integration; and other uses as approved by NLCI.

DISTRIBUTION OF AWARD

NLCI shall distribute the total planning grant award to the City upon the receipt of a completed W-9 form, completed ACH form, and a signed copy of this MOU.

CITY RESPONSIBILITIES

By accepting this grant, the City agrees to:

- Identify three core team members to participate in all project activities outlined in this MOU and designate a municipal staff member as team lead who will serve as a primary contact for NLCI;
- Participate fully in the project orientation call on April 24, 2025, four Boot Camp sessions, monthly all-city calls, and one virtual convening;
- In collaboration with NLCI staff, identify a time for and attend a monthly technical assistance (TA) call and to support the development of the City's economic inclusion strategy;
- Complete a provided economic inclusion inventory tool to guide strategy development;
- With guidance from SCEI staff, complete an Economic Inclusion Business Plan outlining at least one new or expanded program or policy change that increases opportunities for residents and businesses. This plan will also serve as the City's application to the SCEI Implementation Phase;
- Utilize Airtable (a data collection software tool) to post and review updates, track follow-up tasks from TA meetings, and support coordination and learning across peer cities as suggested by NLCI;
- Set aside time to meet with SCEI project evaluators and provide timely, constructive feedback to support continuous improvement;
- When discussing the City's participation in or impacts of the program in public settings or communications and media materials, note the National League of Cities' involvement;
- Keep NLCI staff apprised of progress, and notify NLCI within 3 business days of any major setbacks, unexpected challenges, staff transitions on the funded project team, or proposed budget changes exceeding 50 percent throughout the grant period; and
- Submit a financial report to NLCI by November 30, 2025, which shows how the awarded funds were used or are obligated toward project objectives.

EFFECTIVE DATE AND TERMINATION RIGHTS

This MOU will take effect upon the last party's signature and shall remain in effect until October 31, 2025. Either party may terminate this MOU upon delivery of a written notice to the other party. Upon termination, the City must promptly refund any unused grant funds to NLCI within 30 days.

AUTHORIZED SIGNATURES

By signing this document, I acknowledge that I have read and agree to the provisions set forth in this MOU for the National League of Cities Institute’s *Southern Cities Economic Initiative*.

City

Signature

Date

Molly Rawn

Name -Authorized Signature

Mayor

Title

Fayetteville

City

National League of Cities Institute

Signature

Michael Terseck
Chief Financial Officer
National League of Cities

Date

Grant Disbursement Form

CITY INFORMATION:

Lead Contact Name:	Marlee Stark
Email Address:	mstark@fayetteville-ar.gov
Phone:	(479) 587-7158

FISCAL AGENT INFORMATION:

Fiscal Agent Name:	Steven Dotson, Chief Financial Officer
Fiscal Agent Contact Information (Address and Telephone):	City of Fayetteville, Arkansas 113 West Mountain Street Fayetteville, AR 72701 (479) 575-8330
*Federal Tax ID #:	71-6018462

Make check payable to (include mailing address if different from above):

City of Fayetteville, Arkansas

Please list any additional information we may need to appropriately disburse your grant funds (e.g., splitting the grant amount into separate disbursements, etc.):

Please email these completed pages, your city's W-9 form, and the ACH form to Rosanna Mulcahy at Mulcahy@nlc.org

Contact Information

Municipal Team Lead

- **First Name:** Marlee
- **Last Name:** Stark
- **Title:** Economic Vitality Manager
- **Municipality:** Fayetteville, Arkansas
- **Email:** mstark@fayetteville-ar.gov
- **Organization:** City of Fayetteville, Arkansas - Economic Development Department
- **Organization Address:** 113 W. Mountain Street, Fayetteville, AR 72701

Second Team Contact

- **First Name:** Christina
- **Last Name:** Williams
- **Title:** Founder and Executive Director
- **Municipality:** Fayetteville, Arkansas
- **Email:** christina@circlesnwa.org
- **Organization:** Circles NWA
- **Organization Address:** PO Box 663, Fayetteville, AR 72702

Alternate Team Contact

- **First Name:** TJ
- **Last Name:** Williams
- **Title:** Senior Director of Initiatives
- **Municipality:** Fayetteville, Arkansas
- **Email:** tj@circlesnwa.org
- **Organization:** Circles NWA
- **Organization Address:** PO Box 663, Fayetteville, AR 72702

Alternate Team Contact

- **First Name:** Ana
- **Last Name:** Hurley
- **Title:** Big View Director
- **Municipality:** Fayetteville, Arkansas
- **Email:** ana@circlesnwa.org
- **Organization:** Circles NWA
- **Organization Address:** PO Box 663, Fayetteville, AR 72702

Proposal Narrative

Proposal Title [8/10 words]

Fayetteville Futures: Co-Designing Solutions for a Future-Ready Fayetteville

Project Purpose [20/25 words]

Increase capacity for community engagement to co-develop community-led solutions to improve housing affordability as a driving quality of life factor

Project Background [249/250 words]: Describe any existing economic inclusion or mobility initiatives in your municipality, how the mayor or other elected leaders support these efforts, and current opportunities to increase economic inclusion in your municipality or region.

We believe that economic inclusion and mobility initiatives are critical to ensuring that Fayetteville is a place anyone can call home and where everyone can enjoy a high standard of living and a sense of community. The City's Economic Development Department has three FTEs, one of which is a dedicated resource for what we refer to as "economic vitality" projects. Early focus groups held during the City's most recent economic development strategic planning process and the Department's role in supporting pandemic-related response efforts drove the City to create the Economic Vitality Manager role.

We define economic vitality as a commitment to economic development activities that foster equitable and sustainable growth, bolstering the local economy while enhancing the prosperity and quality of life of our community's residents. Our work is guided by three core economic development paradigms that are explained further in the City's Economic Vitality Master Plan: developing affordable, accessible, high-quality places; creating an equity-oriented workforce system; and expanding stable care networks.

Improving residents' access to opportunities and services needed to thrive as well as strengthening partnerships were two of the foundational tenets of Mayor Rawn's platform when she ran for office in 2024. Cross-divisional coordination is central to working toward a future-ready Fayetteville, requiring us to acknowledge and respond to the severity of our city's housing, transportation, and care gaps. Additionally, Fayetteville City Council has expressed tremendous support for the Economic Development Department's 2025-2030 work plan to date, unanimously passing the Economic Vitality Master Plan in October 2024.

Project Overview and Goals [999/1000 words]: Describe your proposed economic inclusion strategies if you were to be selected into SCEI. Include a response to the following questions in your answer: What is your municipality's or region's capacity to implement the proposed strategy? What are the anticipated challenges to implementation? What are the anticipated outcomes? Does your initiative target any specific groups? If so, who and why?

Fayetteville and Northwest Arkansas have experienced remarkable population growth over the past two decades, with in-migration and natural population growth consistently outpacing regional projections. But the asymmetric distribution of regional growth's benefits is evidenced by stagnant median incomes, persistent wealth gaps, and lower labor force participation rates for women. Internal disaggregation of core economic metrics and analysis have found that these challenges are more stark in Fayetteville than they are in peer cities in Northwest Arkansas (e.g., Bentonville, Rogers, Springdale). While 14% of Washington County households earned below the Federal Poverty Level in 2022, for example, another 32% of households were part of the asset-limited, income-constrained, employed (ALICE) population, underscoring a broader subset of our population vulnerable to nationwide economic uncertainty. While the project team continues to refine our quantitative monitoring of these indicators, our strategic planning work and programming have identified housing affordability as an acute pain point for a wide variety of community members.

Like many cities across the U.S., Fayetteville is at a critical juncture in its journey from a small university town to a blossoming southern metro area. As key drivers of the cost of living skyrocket alongside Fayetteville's in-migration, existing residential displacement threatens our vision of Fayetteville as a community that is welcoming and inclusive to everyone. While fostering conditions to raise median household income is one of our highest priority economic development goals for the next five years, City staff acknowledge that systemic affordability issues necessitate targeted government intervention to correct market failures related to housing, transportation, and care networks in Fayetteville.

We believe that residents' deep, meaningful participation in policy, program, and service development is the key to ensuring that Fayetteville is a vibrant, livable community for current and future residents through intentional growth management. In partnership with Circles NWA, a local poverty reduction initiative designed to help people achieve upward mobility, the City proposes the Fayetteville Futures project to co-develop community-driven solutions to address affordability and accessibility issues facing Fayetteville's ALICE population. Specifically, we propose using the SCEI opportunity to incubate a sustainable model for public engagement on pressing quality of life issues by piloting a Community Innovation Challenge to address Fayetteville's housing crisis.

The project team's tentative timeline for the planning phase includes three open community meetings and a smaller-scale pitch competition to generate preliminary project ideas that could be pursued if selected to advance to the implementation phase. Public meetings include 1) Understand + Reimagine Focus (May), 2) Ideate, Develop, Action (June), and 3) Working Session + Pitch Preparation (July).

For the planning phase, we propose deploying Circles NWA's Innovative Poverty Solutions model for community-driven solutions to convene residents, including members of the Circles program, to understand the most pressing housing affordability issues, reimagine what it can look like to solve these problems together, and take action through a whole-of-community approach. The Circles team has successfully utilized this model to generate a community-inspired fair auto financing initiative to address predatory auto lending for low-income individuals and to raise awareness about the region's affordable housing crisis.

These community-driven initiatives serve as an important complement to other existing housing-related initiatives within municipal government, including the Mayor's Housing Crisis Task Force, the Neighborhood Center Advancement Plan, and the 71B Corridor Plan. Staff believe that the Fayetteville Futures project will ensure that the voices of individuals most vulnerable to residential displacement will be elevated alongside the perspectives of developers and planners. Ultimately, City staff would like to use this experience to apply the model to other high-priority areas like transportation, childcare, and elder care. The City's Economic Development and Long Range Planning staff have previously discussed piloting a Community Innovation Challenge program in which the City releases open-ended requests for proposals to address high-priority problems, offering monetary prizes to resident teams that develop solutions.

The proposed Fayetteville Futures project team would support the problem identification phase required to develop community challenge prompts, providing a test case for this type of participatory policy-making that could be used to justify the Economic Development Department's request for more sustainable funding via the City's capital improvement planning process or other municipal sources.

Our shared vision for this project draws heavily on the framework outlined in the book *Beloved Economies*, which prescribes several principles guiding an eponymous campaign to co-create economic futures that work for us all. Namely, it focuses on the de-consolidation of the rights to design, or "what we exercise when we imagine, decide, and build together—when we hold the designer's pen and sketch our individual and collective futures." While our community has made significant strides in engaging residents through key strategic planning initiatives and creating issue-specific positions and task forces to address issues, the project team believes we have yet to unlock the full potential of gathering on-the-ground insights from the individuals most burdened by Fayetteville's rising affordability and accessibility barriers.

While City staff are eager to work directly with residents to generate forward-thinking solutions to our most pressing problems, this type of community-driven programming lacks a precedent or existing funding mechanism. Given that the City's Economic Vitality Manager is in the process of establishing business-as-usual activities for the Department's economic vitality initiatives, the project team views participating in the SCEI program as an opportunity not only to pressure test a new approach to community development in Fayetteville but also an opportunity to develop a longer

term implementation plan for the Community Innovation Challenge concept. We are particularly attracted to the economic inclusion inventory tool offered by the program as well as the opportunity to learn alongside other southern communities.

For the planning stage of the Fayetteville Futures project, the core team has identified the following anticipated outcomes from participating in the SCEI program:

- Increased resident participation in municipal policy and program development as well as future funding priorities
- Stronger partnerships between government, nonprofits, service providers, and the private sector to addressing ongoing affordability challenges in Fayetteville
- Increased awareness among City officials and staff regarding displacement pressures
- More sustainable infrastructure investment driven by data-informed policy-making

Partnerships [250/250 words]: What partners are engaged in your economic inclusion efforts now and how do you plan to engage local partners strategically to increase the potential success of your strategy? Include any partnerships between municipal departments as well as with external partners. Please describe the roles of each partner.

If economic equity, mobility, and inclusion are the throughlines of our vision for growth in Fayetteville, then cross-divisional coordination and intentional community partnerships are the engines that realize this vision. The Economic Development Department maintains strong working relationships with our colleagues in other divisions. We partner with the Community Resources Department to administer our allocation of federal HUD HOME dollars for low-income housing, and the influx of ARPA funding likewise provided multiple opportunities to collaborate on supporting local nonprofits that provide key supportive services as well as subsidizing childcare. We also frequently collaborate with the Long Range Planning team in the Development Services Department, notably on the development of the City's annual housing assessment and on other projects to increase the City's available housing stock. In 2024, the Mayor's Housing Task Force was created to support the development of high-priority initiatives to support affordable housing development/preservation in Fayetteville.

In terms of external partners, the local K-12 public school system, the University of Arkansas, and the Fayetteville Public Library's Center for Innovation have been critical partners in crafting a shared vision of economic development for the region and for piloting new partnerships (e.g., a job skills training program for H3 career pathways, expanding technical assistance for historically underrepresented entrepreneurs). Last but certainly not least, our colleagues at Circles NWA have been invaluable thought partners throughout the economic development strategic planning process, and we look forward to partnering with them to expand and improve our approach to economic mobility projects.

Data [245/250 words]: What data is your team currently tracking related to your proposed economic inclusion strategy? What additional data is necessary to track progress on your proposed project goals?

While City staff track core macroeconomic measures, the Economic Vitality Master Plan's goals necessitate establishing new baseline metrics as well as disaggregating existing metrics to provide a more nuanced understanding of how our City's growth impacts different resident sub-populations. While staff are experienced with economic analysis and data visualization, we are coordinating with a professional demographer to refine our approach to establishing new economic baseline metrics.

The Economic Vitality Master Plan and its Appendix B are examples of the analyses that inform our Department's work. Economic Development and Long Range Planning staff coordinate on the creation of an annual Fayetteville Housing Assessment, first introduced in 2023. In 2025, staff plan to produce an annual economic mobility report, summarizing key data related to Fayetteville's ALICE population. Circles NWA was one of the early organizations to test the CLIFF tools developed by the Federal Reserve Bank of Atlanta, ultimately introducing them to the City of Fayetteville's Economic Development Department. We aim to continue their commitment to combining quantitative analysis with storytelling that centers residents as the experts of their own lives.

The Department's 2025-2026 work plan summarizes the City's plan to track progress toward each of the goals outlined in the Economic Vitality Master Plan, several of which overlap with the goals of this project. Staff will consolidate these metrics into a comprehensive dashboard presented to City Council every six months to inform local policy development and prioritization and to provide an update on economic mobility-related initiatives.

Team Capacity [247/250 words] Describe the commitment of your "core team" to participate fully in peer learning and technical assistance opportunities provided. If selected, how will one or more staff be given the bandwidth to participate?

The core team believes in the transformative power of peer learning and technical assistance opportunities. Our proposed project will implement key action items in the City's Economic Vitality Master Plan and will complement Circles NWA's existing Big View program framework. The City's Economic Development Director has approved the municipal team lead to block off each of the scheduled boot camp sessions and all-cohort calls in her schedule, ensuring that, at a minimum, one core team member will be present for each of these events.

The municipal team lead is a vocal proponent of peer-based learning opportunities. Since joining the City in 2023, she has demonstrated her commitment and ability to manage such opportunities by supporting ongoing university-driven economic development initiatives (e.g., Harvard's Reimagining the Economy, SURGE Arkansas, MIT Bills and Billions) and advising undergraduate/graduate student research projects with a nexus to economic development in Fayetteville or Arkansas (e.g., Northwest Arkansas economic growth case study, equitable economic development opportunities for the lithium industry in south Arkansas, rural technical assistance support organization development). She has also worked with statewide partners through the Prenatal-to-3 Policy Impact Center, which

emphasizes peer learning and networking to develop local policies. Proactively participating in these opportunities was foundational to the development of the Economic Vitality Master Plan as well as a forthcoming paid family and medical leave policy. All of these examples underscore the fact that the City views peer learning opportunities as part and parcel of our economic policy and program development process.

Community Engagement [246/250 words] Provide one example of how your team has meaningfully incorporated community feedback into city practices and policies in the past.

The City of Fayetteville received almost \$18 million in State and Local Fiscal Recovery Funds authorized by the American Rescue Plan Act in 2021. The Economic Development Department temporarily paused work on the development of its Economic Vitality Master Plan in December 2021 to give its full attention to economic recovery work. City staff, however, leveraged feedback from public surveys and the framework emerging from the Economic Vitality Master Plan Steering Committee and subcommittees to guide priority focus areas for ARPA funding, which was intended to maintain vital public services and promote a strong, resilient, and equitable recovery.

The City disbursed funding through nonprofit subrecipient grants, city-sponsored projects, and direct economic assistance to residents. Throughout 2022, the Economic Development Department provided technical assistance to nonprofit applicants applying to the City's four grant programs and collaborated with other divisions to internally develop project and program proposals. For example, Economic Development staff supported the Fayetteville Public Library's funding request to develop the Level Up Skills Development program, which provides job skill training to target resident populations. As a result of the Economic Vitality Master Plan's Childcare Subcommittee's emphasis on public investment in childcare, the City allocated \$2 million to the Childcare Assistance Program to subsidize childcare for 145 low- and middle-income families in Fayetteville and to prevent childcare facility closure during a period of great economic uncertainty. While ARPA funds have been fully expended, City staff's commitment to identifying new solutions to support residents facing systemic barriers remains.

Finances [230/250 words]: Describe your process to receive grants from outside entities and the expected time from fund acceptance to fund appropriation.

The Economic Development Department's ability to receive grants from outside entities is governed by the City of Fayetteville's Grant Review Policy. Upon receipt of award notification from the grantor, City staff develop a resolution for City Council's final review and approval to formally accept the funds. The associated staff review form must provide the dollar amount of the grant, a detailed budget of how the money will be utilized, the staff person who will be responsible for administering the grant, an explanation of the City's financial obligation or any future obligations of the City under the grant terms, a summary of the benefit the City would derive from the grant, and a copy of the completed grant application. While the City's policy does not define a minimum or maximum timeline for fund acceptance and fund appropriation, this process typically takes between two to three weeks to move through each step of the municipal legislative process.

While not required for the planning grant, staff would also be required to obtain pre-application approval in order to be able to submit an implementation grant application for consideration given the City's policies with grant review when a local match requirement is present. If selected for the planning grant stage, staff will continue to work with our internal Accounting team to ensure full compliance with these requirements and develop a sub-contractor agreement with Circles NWA.

Rationale [247/250 words]: Describe what your team hopes to gain from participation in the SCEI program.

From the City's perspective, we believe that participation in the SCEI program would strengthen municipal capacity for inclusive policy-making and empower residents to actively participate in local initiatives. It is common for housing, transportation, and care systems to exhibit market failures that necessarily require government intervention to promote public good, but we aim to take this one step further with the Fayetteville Futures project by inserting robust community engagement into the process. If Fayetteville's residents are its greatest assets—the true drivers of the small businesses and the community institutions that make the community recognizable—then residential displacement and isolation are two of the greatest foes to the future of equitable economic growth in Fayetteville. Staff also feel that the City's participation in the SCEI program could produce a replicable model for participatory policy-making and community-driven solution identification in Arkansas, realizing the state's motto, *Regnat populus*—the people rule.

For Circles NWA, this is an opportunity to apply the model we have designed to support our city in developing community-driven, innovative solutions. We believe the most effective and lasting solutions emerge when the community is invested and inclusive—when people feel a sense of ownership and collaborate alongside those closest to the challenges. Our goal is to create structured spaces where individuals with both lived and learned experience can come together, share their stories, and truly listen to one another. We already create this space weekly through our Circles program and are eager to extend this opportunity to the broader community.

NLC's Southern Cities Economic Inclusion (SCEI) Initiative		
Planning Phase Application		
City: Fayetteville	State: Arkansas	DATE: 2/21/25
PLANNING GRANT PROPOSED BUDGET	Estimated Amount	Project Team Notes
1. PERSONNEL	\$ -	
Salary	\$ -	
Fringe	\$ -	
Total Personnel Costs:	\$ -	
2. PROGRAM COSTS	\$ -	
Office Equipment & Computers	\$ -	
Data Collection	\$ -	
Technology	\$ -	
Marketing & Outreach	\$ 2,600.00	
Materials & Supplies	\$ 1,250.00	
Printing & Postage	\$ 250.00	
Travel (project related)	\$ -	
Travel (NLC convenings)	\$ -	
Training	\$ -	
Subcontract to Partner Organizations	\$ 6,000.00	
Subcontract to Consultant	\$ -	
Food	\$ 900.00	
Meeting costs (Venues & AV access- in kind)	\$ -	
Community Innovation Challenge Prize Funds	\$ 4,000.00	
Total Program Costs	\$ 15,000.00	
TOTAL ANTICIPATED EXPENSES	\$15,000	



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Steven Dotson, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
SUBJECT: **SURFCO RESTORATION & CONSTRUCTION, LLC. (PAYMENT / INSURANCE PROCEEDS):**

RECOMMENDATION:

Authorize payment to Surfco Restoration & Construction for the remediation work in the amount of \$147,010.18 associated with the City Hall Fire Sprinkler Claim, recognize insurance proceeds from International Programs Group in trust for Great Lakes Insurance in the amount of \$147,881.95, and approval of a budget adjustment.

BACKGROUND:

On Sunday afternoon of January 12th this year, a vendor painting in City Hall accidentally struck a fire sprinkler with a rolling scaffold, causing it to activate. The Fire Department responded quickly, and had the system shut down within 15 minutes of getting the call. Their response time was critical. However, the pipe was flowing up to 262 gallons per minute. An estimated 4454 gallons was discharged.

This occurrence fell into the definition of an emergency procurement item. Surfco was contacted by Facilities Staff within 18 minutes of the alarm.

They arrived on site with 39 staff and equipment to begin the remediation within the hour.

DISCUSSION:

When Surfco arrived at the site, they began remediation. The scope included removing all the water out of the building, and drying equipment for the carpets and walls to prevent mold growth. Damaged ceilings, carpets, wall-bases, light fixtures and painted surfaces had to be replaced. Testing was done to assure all the spaces were dry and without mold upon completion of each space.

As Surfco was remediating the damage in the basement, evidence of mold behind the wall paneling was discovered. This was caused by a previous isolated water incident, and not a part of this claim. As Construction Director, I instructed Surfco to treat the molded area for safe air quality, and then remove the framing and drywall of those affected surfaces. The additional scope was added to Surfco's invoicing for a total of \$147,010.18. This total was under the insurance proceeds in the amount of \$147,881.95.

BUDGET/STAFF IMPACT:

GLACCOUNT: 4470.140.8900-4900.00 - Miscellaneous Revenue
Project: 23003.3 - Downtown Campus Renovation, Water Damages

ATTACHMENTS: SRF (#3) , BA (#4), Surfco Invoices (#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 #: 2025-521

SURFCO RESTORATION & CONSTRUCTION, LLC. (PAYMENT / INSURANCE PROCEEDS):

A RESOLUTION TO AUTHORIZE PAYMENT TO SURFCO RESTORATION & CONSTRUCTION IN THE AMOUNT OF \$147,010.18 FOR THE REMEDIATION WORK ASSOCIATED WITH THE CITY HALL FIRE SPRINKLER CLAIM, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING INSURANCE PROCEEDS IN THE AMOUNT OF \$147,882.00

WHEREAS, on January 12, 2025, a vendor painting in City Hall accidentally struck a fire sprinkler with a rolling scaffold releasing an estimated 4,454 gallons of water; and

WHEREAS, Surfco Restoration & Construction immediately began remediation that included removing all the water out of the building and placing drying equipment for the carpets and walls to prevent mold growth; and

WHEREAS, damaged ceilings, carpets, wall-bases, light fixtures and painted surfaces had to be replaced and testing was done to assure all the spaces were dry and without mold upon completion of each space.

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 payment to Surfco Restoration & Construction in the amount of \$147,010.18 for the remediation work associated with the City Hall fire sprinkler claim.

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, recognizing insurance proceeds in the amount of \$147,882.00.

City of Fayetteville Staff Review Form

2025-521

Item ID

5/6/2025

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

Wade Abernathy

4/14/2024

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Authorize payment to Surfco Restoration & Construction for the remediation work in the amount of \$147,010.18 associated with the City Hall Fire Sprinkler Claim, recognize insurance proceeds from International Programs Group in trust for Great Lakes Insurance in the amount of \$147,882.00, and approve a budget adjustment.

Budget Impact:

4470.140.8900-5400.00

Sales Tax Capital

Account Number

Fund

23003.3

Downtown Campus Renovation -
Water Damages

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 298,561.00

Expenses (Actual+Encum)

\$ 251,505.70

Available Budget

\$ 47,055.30

Does item have a direct cost? Yes

Item Cost

\$ 147,010.18

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 147,882.00

Remaining Budget

\$ 47,927.12

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

Authorize payment to Surfco Restoration & Construction for the remediation work in the amount of \$147,010.18 associated with the City Hall Fire Sprinkler Claim, recognize insurance proceeds from International Programs Group in trust for Great Lakes Insurance in the amount of \$147,882.00, and approve a budget adjustment.

	COUNCIL DATE:	5/6/2025
	ITEM ID#:	2025-521
	Holly Black	
	4/16/2025 7:31 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



Surfco Restoration & Construction
4500 S School Ave
Fayetteville, AR, 72701
479-287-6205

Invoice #:
Project #:
Invoice Type: Progress
Invoice Date: 2/7/2025

PROJECT DETAILS

Project Type:
Client Name:

Attention:
Project Name: Fayetteville City Hall
Project Address: 103 W Mountain St
Fayetteville, AR

BILLING TOTAL
TOTAL: \$34,587.00



Surfco Restoration & Construction, LLC

PO Box 1305

Fayetteville, AR 72702 US

+14792876205

contact@teamsurfco.com

www.surfcorestoration.com

INVOICE

BILL TO

City of Fayetteville

100 West Rock Street

Fayetteville, AR 72701

INVOICE # 3277

DATE 03/31/2025

DUE DATE 03/31/2025

TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
City Hall 113 W Mountain Street Fayetteville, AR 72701 Basement	1	17,319.46	17,319.46

BALANCE DUE

\$17,319.46



Surfco Restoration & Construction
4500 S School Ave
Fayetteville, AR, 72701
479-287-6205

Invoice #:
Project #:
Invoice Type: Final
Invoice Date: 1/23/2025

PROJECT DETAILS

Project Type: Water Mitigation
Client Name: Fayetteville City Hall
113 W Mountain St
Fayetteville, AR 72701

Attention:
Project Name: Fayetteville City Hall
Project Address: 113 W Mountain St
Fayetteville, AR 72701

BILLING TOTAL

TOTAL: \$95,103.72



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council

THRU: Chris Brown, Public Works Director
Keith Macedo, Interim Chief of Staff

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **FLINTCO, LLC. (CHANGE ORDER #1):**

RECOMMENDATION:

Staff recommends approval of Change Order No. 1 to Contract RFP# 24-15 with Flintco, LLC for the Maple Street Improvements Project in the amount of \$10,943,640, along with approval of a \$300,000 project contingency, recognition of \$1,000,000 in revenue from the University of Arkansas, and approval of the associated budget adjustment.

BACKGROUND:

The City of Fayetteville and the University of Arkansas have been working together over the past seven years toward a common goal of improving the section of Maple Street from the Razorback Greenway west to Garland Avenue. The goal is to create a multi-modal street with a focus on the safety of all users.

On March 31, 2020, the Transportation Committee reviewed the Maple Street project and forwarded a recommendation to the City Council to apply for grant funding and to authorize the allocation of 2019 bond funds as matching funds for the project. Committee members expressed support for the vegetation buffer and recommended wider crosswalk striping.

On December 4, 2024, Resolution 301-24 was approved to accept federal aid funding in the amount of \$25,000,000 from the U.S. Department of Transportation's Federal Highway Administration through the Safe Streets and Roads for All (SS4A) program. This funding will support five construction projects with a focus on safety. The Maple Street Improvements will be the first of the five projects to begin construction, with the goal of starting work when University of Arkansas students are out for the summer in 2025.

A Request for Proposals (RFP #24-15) was advertised in late 2024, and qualifications were received from four construction management companies. On February 24, 2025, a selection committee composed of City of Fayetteville staff and non-voting members from the University of Arkansas selected Flintco, LLC, for construction management of the Maple Street Improvements.

In March 2025, the City Council approved Resolution 76-25 for a contract with Flintco, LLC, through RFP #24-15 to provide construction manager-at-risk pre-bidding services for the Maple Street project. These services have included working closely with Olsson on phasing plans, traffic control, evaluating optimal construction methods, and bidding the project to establish the Guaranteed Maximum Price (GMP) for construction.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

DISCUSSION:

The proposed improvements to Maple Street include 2,475 linear feet of new roadway surface, upgraded traffic signals, storm drainage, 8-foot-wide "senior walk" sidewalks on both the north and south sides, and a separated two-way cycle track along the south side extending from the Razorback Greenway to Garland Avenue.

Maple Street has been identified as a catalyst project in the Northwest Arkansas Regional Bicycle and Pedestrian Master Plan. Currently, bicycle access to the University of Arkansas campus core and surrounding neighborhoods is limited. The addition of the Maple Street connection will greatly improve trail system accessibility for faculty, staff, students, and visitors.

Safety upgrades will include a low vegetation buffer between the cycle track and the roadway. Additionally, enhanced mid-block crosswalks are proposed, featuring decorative pavement markings and passive detection bollards for beacon activation.

This change order will initiate the construction phase of the Maple Street Improvements. Flintco, LLC, has provided a Guaranteed Maximum Price of \$10,943,640 for the seven bid packages required to complete the project. Construction is expected to take 16 months. With approval of this contract, construction is scheduled to begin May 12—following the end of the Spring 2025 semester—and continue through the summer of 2026, with minimal closures during the Fall 2025 and Spring 2026 semesters.

BUDGET/STAFF IMPACT:

The City has been awarded Federal funding for this project through the Safe Streets and Roads for All (SS4A) program, as approved by Resolution 301-24. The Maple Street Improvements has \$7,500,000 in Federal funding, \$2,250,000 in University of Arkansas funding and the 25% local match of \$1,250,000 has been budgeted through the 2019 Transportation Street Bond for a total project budget of \$11,000,000.

ATTACHMENTS: SRF (#3), Final - BA (#3), 76-25 Resolution (#5), 301-24 Resolution (#6), Maple Hill Safety Improvements - UA Letter of Funding (#7), Flintco CO#1 - Maple Street (#8), Estimated - BA (#9)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-474

FLINTCO, LLC. (CHANGE ORDER #1):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH FLINTCO, LLC IN THE AMOUNT OF \$10,943,640.00 FOR THE MAPLE STREET IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$300,000.00, TO RECOGNIZE \$1,000,000 IN ADDITIONAL REVENUE FROM THE UNIVERSITY OF ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on December 4, 2024, the City Council approved Resolution 301-24 accepting federal aid funding in the amount of \$25,000,000.00 from the Safe Streets and Roads for All program; and

WHEREAS, on March 18, 2025, the City Council approved Resolution 76-25 for a contract with Flintco, LLC to provide construction manager-at-risk pre-bidding services for the Maple Street project; and

WHEREAS, the University of Arkansas has agreed to contribute an additional \$1,000,000.00 to the Maple Street Project for a total contribution of \$2,250,000 to be paid to the City of Fayetteville; and

WHEREAS, Change Order No. 1 will initiate the construction phase of the Maple Street Improvements.

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 Change Order No. 1 with Flintco, LLC in the amount of \$10,943,640.00 for the Maple Street Improvements project, and further approves a project contingency in the amount of \$300,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby recognizes the additional \$1,000,000.00 contribution from the University of Arkansas for the Maple Street Project.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-474

Item ID

5/6/2025

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

Matt Mihalevich

4/16/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Change Order No. 1 to Contract RFP# 24-15 with Flintco, LLC for the Maple Street Improvements Project in the amount of \$10,943,640, along with approval of a \$300,000 project contingency, recognition of \$1,000,000 in revenue from the University of Arkansas, and approval of the associated budget adjustment.

Budget Impact:

2235.900.9223-5814.05

Safe Streets and Roads Grant

Account Number

Fund

32401.9223

Safe Streets and Roads Grant - W Maple St

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 26,250,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 26,250,000.00

Does item have a direct cost? Yes

Item Cost

\$ 11,243,640.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,000,000.00

Remaining Budget

\$ 16,006,360.00

V20221130

Purchase Order Number: 2025-432

Previous Ordinance or Resolution # 301-24 & 76-25

Change Order Number: 1

Approval Date: 3/18/2025

Original Contract Number: 2025-18

Comments: Item cost includes contingency.

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

2 Errors

Budget Year 2025	Division /Org2 ENGINEERING (621) Requestor: Matt Mihalevich	Adjustment Number
--------------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of Change Order No. 1 to Contract RFP# 24-15 with Flintco, LLC for the Maple Street Improvements Project in the amount of \$10,943,640, along with approval of a \$300,000 project contingency, recognition of \$1,000,000 in revenue from the University of Arkansas, and approval of the associated budget adjustment.

RESOLUTION/ORDINANCE	COUNCIL DATE:	5/6/2025
	ITEM ID#:	2025-474
	<i>Holly Black</i>	
	<i>4/28/2025 1:57 PM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL	1,000,000	1,000,000	v.2025311			
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2235.900.9223-5814.05	9,750,000	-	32401	9223	EX	Improvements - Trails
2235.900.9220-5899.00	(9,750,000)	-	32401	9220	EX	Unallocated - Budget
4702.860.2235-5814.05	1,193,640		46020	2235.9223	EX	**Improvements - Trails
4702.860.2235-5911.99	300,000	-	46020	2235.9223	EX	**Contingency - Capital Project
4702.860.7999-5899.00	(1,493,640)		46020	7999	EX	Unallocated - Budget
2235.900.9223-4420.00	-	1,000,000	32401	9223	RE	Payments by Property Owners - base
2235.900.9220-5899.00	1,000,000	-	32401	9220	EX	Unallocated - Budget
2235.900.9223-4309.00	-	7,500,000	32401	9223	RE	Federal Grants - Capital
2235.900.9220-4309.00	-	(7,500,000)	32401	9220	RE	Federal Grants - Capital
2235.900.9223-4420.00	-	1,250,000	32401	9223	RE	Payments by Property Owners - base
2235.900.9220-4420.00	-	(1,250,000)	32401	9220	RE	Payments by Property Owners - base
	-	-				
	-	-				



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

Resolution: 76-25

File Number: 2025-292

FLINTCO, LLC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD RFP 24-15 AND APPROVE A CONTRACT WITH FLINTCO, LLC. IN THE AMOUNT OF \$1.00 TO PROVIDE CONSTRUCTION MANAGER AT RISK SERVICES FOR IMPROVEMENTS TO MAPLE STREET

WHEREAS, the City and the University of Arkansas have been working together over the past 7 years toward a common goal of improving the section of Maple Street from the Razorback Greenway west to Garland Avenue to create a multi-modal street with a focus on safety of all users; and

WHEREAS, on March 31, 2020, the Transportation Committee recommended the City Council apply for grant funding and authorize the allocation of 2019 bond funds as matching funds for the project; and

WHEREAS, on December 4, 2024 City Council approved Resolution 301-24 that accepted Federal aid funding in the amount of \$25,000,000.00 from the Department of Transportation Federal Highway Administration through the Safe Streets and Roads for all program; and

WHEREAS, Maple Street has been identified as a catalyst project in the NWA Regional Bicycle and Pedestrian Master Plan and the addition of the Maple Street connection will greatly improve the accessibility from the trail system to this major destination for the campus's faculty, staff, visitors and students; and

WHEREAS, the proposed improvements to Maple Street include 2,475-linear feet of new roadway surface, upgraded traffic signals, storm drainage, 8-foot-wide senior walk sidewalks, a separated two-way cycle track, enhanced mid-block crosswalks with decorative pavement markings and passive detection bollards for activation of beacons; and

WHEREAS, a request for proposals for construction manager at risk services was advertised in late 2024 and on February 24th, 2025, a selection committee composed of staff representatives from the City of Fayetteville and non-voting members from the University of Arkansas selected Flintco, LLC for the construction management of the Maple Street Improvements; and

WHEREAS, the initial contract consists of pre-construction services including working closely with design engineer Olsson, Inc. on phasing plans, traffic control, evaluate best construction methods and bidding of the project to provide a Guaranteed Maximum Price (GMP).

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 24-15 and authorizes Mayor Rawn to sign a contract with Flintco, LLC in the amount of \$1.00 to provide construction manager at risk services for improvements to Maple Street.

PASSED and APPROVED on March 18, 2025

Approved:



Molly Rawn, Mayor

Attest:



Kara Paxton, City Clerk Treasurer



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

Resolution: 301-24

File Number: 2024-747

SAFE STREETS AND ROADS FOR ALL PROGRAM (GRANT ACCEPTANCE):

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION GRANT IN THE AMOUNT OF \$25,000,000.00, THROUGH THE SAFE STREETS AND ROADS FOR ALL PROGRAM, TO APPROVE A GRANT AGREEMENT WITH THE FEDERAL HIGHWAY ADMINISTRATION, TO APPROVE TWO NEW FULL TIME STAFF POSITIONS TO MANAGE THE FEDERAL-AID FUNDING REQUIREMENTS, AND TO APPROVE A BUDGET ADJUSTMENT ESTABLISHING A NEW FUND TO ACCOUNT FOR THE PROCEEDS OF THE GRANT

WHEREAS, the Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program, with \$5 billion in appropriated funds over 5 years, 2022-2026 to the U.S. Department of Transportation's National Roadway Safety Strategy and our goal of zero roadway deaths; and

WHEREAS, Fayetteville was awarded Federal funding in the amount of \$25 million through the SS4A program in December 2023 for Fayetteville's Vision Zero Strategy which focuses on five infrastructure projects as well as community education and awareness programming to be implemented over a five-year period; and

WHEREAS, the University of Arkansas will be contributing half of the required matching funds for the Maple Street Project in the amount of \$1,250,000.00; and

WHEREAS, the five street sections identified on the high injury network for safety improvements funded through the SS4A grant are: West Maple Street Garland Avenue to Gregg Avenue, North College Avenue (Sycamore Street to Township Street), South School (M.L.K. Blvd to 15th Street), North Gregg Avenue (North Street to Drake Street) and East Joyce Boulevard (College Avenue to Crossover Road) using the Safe System Approach to reduce and eliminate fatal and serious injury crashes on our transportation system; and

WHEREAS, in addition to infrastructure improvements, the SS4A funding includes \$500,000.00 for education and awareness. This funding will be used for a variety of safety outreach programs including strategic marketing campaigns, bicycle safety equipment, crosswalk awareness, professional training and resources for a vision zero task force; and

WHEREAS, due to the large scale of this program, two full-time staff positions are needed to support the federal grant administration and project coordination of the Safe Streets and Roads for All grant; and

WHEREAS, the required 25% match of \$7,250,000.00 has been budgeted through the Street Bond.

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 accept a grant from the Department of Transportation (USDOT) Federal Highway Administration (FHWA) in the amount of \$25,000,000.00.

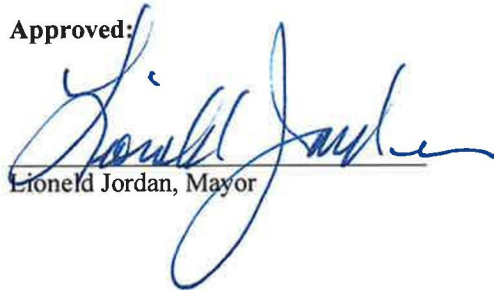
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Grant Agreement with the Federal Highway Administration to implement the Safe Streets and Roads for Fayetteville, Arkansas – Accelerating Change Toward Vision Zero Project and further authorizes the Mayor to sign additional documents as necessary to receive the grant funds.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes and approves the addition of two full-time staff positions to manage the federal-aid funding requirements.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, establishing a new fund (2235) to account for the proceeds of the grant.

PASSED and APPROVED on December 4, 2024

Approved:


Lionel Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





UNIVERSITY OF ARKANSAS

Facilities Management
Construction, Planning & Design

April 28, 2025

Chris Brown
Public Works Director
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Chris:

We very much appreciate the collaboration with the city on the Maple Street Safety Improvements project, made possible by the \$7.5M Safe Streets and Roads for All Program grant. In addition to the required \$1.25M match from the University, additional funding of \$1.0M has been committed to bring the total contribution from the University to \$2.25M. This additional contribution has been made towards funding the project at the agreed-upon construction contract of \$10,943,640.

We look forward to our continued partnership as we complete this long-needed series of safety improvements to this critical link running through the campus and the larger community.

Sincerely,

Clayton Hamilton
Senior Associate Vice Chancellor and
Chief Administration Officer for Campus Services



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*

Maple Street Improvements
Fayetteville, AR

CONTRACT INFORMATION:

Contract For: GMP
Date: 03-18-2025

CHANGE ORDER INFORMATION:

Change Order Number: 001
Date: 04-29-2025

OWNER: *(Name and address)*

City of Fayetteville
1113 West Mountain, Fayetteville, AR
72701

ARCHITECT: *(Name and address)*

Olsson
302 E Millsap Rd, Fayetteville, AR 72703

CONTRACTOR: *(Name and address)*

Flintco
184 West Fantinel Blvd., Springdale, AR
72762

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Includes the cost for work associated with CO #1 for the Maple Street Improvements

The following attached documents shall be incorporated into this change order.

Exhibit A - GMP Itemization dated 4/29/2025

Exhibit B - Clarifications and Assumptions dated 4/29/2025

Exhibit C - Enumeration of Documents dated 4/29/2025

The original Guaranteed Maximum Price was

The net change by previously authorized Change Orders

The Guaranteed Maximum Price prior to this Change Order was

The Guaranteed Maximum Price will be increased by this Change Order in the amount of

The new Guaranteed Maximum Price including this Change Order will be

\$	
\$	0.00
\$	1.00
\$	10,943,640.00
\$	10,943,641.00

The Contract Time will be unchanged by () days.

The new date of Substantial Completion will be 07-31-2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Not Required

ARCHITECT *(Signature)*

Not Required

(Printed name, title, and license number if required)

Date

DocuSigned by:

5FD7AC4D8C304BA...

CONTRACTOR *(Signature)*

BY: Brent Farmer, Vice President/Area
Manager

(Printed name and title)

4/29/2025 | 11:54 AM PDT

Date

OWNER *(Signature)*

(Printed name and title)

Date



UPDATED: 4/29/2025

EXHIBIT "A"
GMP ITEMIZATION
MAPLE STREET IMPROVEMENTS

<u>Description</u>	<u>Total Amount</u>
GENERAL CONDITIONS	\$ 639,557
PROJECT REQUIREMENTS	\$ 298,287
BID PACKAGE #3A - BUILDING & EXTERIOR CONCRETE	\$ 1,746,400
BID PACKAGE #4A - MASONRY	\$ 218,668
BID PACKAGE #11S - TRAFFIC SIGNALIZATION AND CONTROLS	\$ 999,441
BID PACKAGE #26A - ELECTRICAL	\$ 401,523
BID PACKAGE #31A - EARTHWORK, DEMOLITION, & SITE UTILITIES	\$ 3,454,561
BID PACKAGE #31B - UTILITY RELOCATIONS	\$ 248,118
BID PACKAGE #32B - LANDSCAPING	\$ 237,441
BID PACKAGE #32C - ASPHALT PAVING	\$ 371,605
BID PACKAGE #32D - PAVEMENT MARKINGS AND SIGNAGE	\$ 53,130
BID PACKAGE #32E - PAVERS	\$ 1,071,050
ALLOWANCES	
Unforeseen Conditions	\$ 150,000
Hydro-Vac	\$ 30,000
SUBTOTAL:	\$ 9,919,781
GENERAL INSURANCE	\$ 59,519
OCP INSURANCE	\$ 4,200
BUILDERS RISK INSURANCE	\$ 18,262
SDI	\$ 112,274
GC P&P BOND	\$ 101,140.36
CONTINGENCY	\$ 207,338
FEE	\$ 521,126
TOTAL	\$ 10,943,640

Clarifications and Assumptions Exhibit “B”

Maple Street Improvements

April 29th, 2025

MAPLE STREET IMPROVEMENTS

CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS AND EXCLUSIONS

Scope of Work

Includes labor, material, equipment, tools, and supervision required to perform all work associated with the Maple Street Improvements project in accordance with the Construction Documents issued and stamped by Olsson Engineering dated 3/28/2025 and as indicated on Exhibit C.

Design Criteria

Where possible, items and systems specified by these C&A's are defined and specific to material, finish and intended use. Where materials, finishes and/or quantities are not clearly defined, this proposal assumes the most practical and economical solution consistent with the design concepts and scope.

Code Requirements

We exclude any liability with regard to errors and omissions from the bid documents. In addition, we have assumed that the Architect/Engineer has incorporated into the bid documents all code requirements, ADA requirements and has taken all seismic design into consideration.

General Conditions & Project Requirements

General conditions have been included as a lump sum value which will be billed in monthly installments. General Condition Items shall mean the provision of facilities or performance of supervisory work by the Construction Manager with respect to items that are not included in one of the separate trade contracts and are not customarily included. They shall include all the Construction Manager's indirect costs and expenses, supervisory or general overhead costs, and personnel and benefit costs related to the administration and supervision of the work. Extension of project duration due to changes in scope of work or unforeseen conditions warrant general conditions extension as well.

Project Requirements items will be billed as cost of work; and shall include but are not limited to, cost and expenses incurred by the Construction Manager in operating and maintaining jobsite security, safety, and supporting the work from the subcontractors in the field. Example of project requirements are permits, layout, documentation photos, temporary toilets, utilities use, cleanup, waste disposal, etc.

Bonds & Insurance

General Insurance (0.6%), Builders Risk Insurance (.0183%), General Contractor Bond (1%), and Subcontractor Default Insurance (1.25%) have been included.

Quality Control Services

Costs for testing and special inspection services shall be provided by Owner and are excluded. Contractor will provide coordination and scheduling of said services.

Schedule

Construction is anticipated to commence on May 12th, 2025, and run continuously through August 2026. A significant amount of the work will need to be accomplished during both summers immediately following the University of Arkansas Spring graduation through July 31st. With the short timeline some work may need to be completed through the University of Arkansas winter break of 2026.

Delays

If the Contractor is delayed at any time in the progress of the work by labor disputes, unavoidable casualties, changes in the work, or any other causes beyond Contractor's control, the time of completion shall be extended. Claims for extension of time and/or adjustments to the Contract Sum shall be made within a reasonable time after the occurrence of the delay.

Permits, Bonds, and Fees

The Architect/Engineer is responsible for permit submission and acceptance by the City of Fayetteville and other Authorities Having Jurisdiction (AHJ). The Owner is responsible for the cost of the building permits, tap fees, impact fees and meters. Payment and performance bonds are included.

Temporary Utilities/Facilities

Temporary Utility use fees such as Water and Electric Service is included for the duration of the project.

Construction Access

Construction areas will be fenced where possible; all access will be controlled by Flintco personnel. Visitors to the site must sign in with the onsite Flintco Staff. The laydown location for this project will be the parking lot at Douglas and Gregg currently being used for faculty parking. To the greatest extent possible, emergency access will be maintained to all campus buildings.

Allowances & Contingency

Where the word "allowance" appears, it shall mean that a fixed sum is included in the cost of the work for design, materials, equipment and/or labor for the complete installed product specified. Allowance are identified with a specific dollar amount. Adjustment in the contract amount may be necessary if costs are less than or more than these allowances.

In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the shared use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Owner and the Construction Manager acknowledge that the contingency is included in the Guaranteed Maximum Price proposal for costs, which have not been taken into precise account in the establishment of the Guaranteed Maximum Price, including, but not limited to those resulting from:

- Scope gaps between trade contractors.
- Costs due to subcontractor failure that are not paid under applicable subcontractor default insurance.
- Excess costs due to major weather events.
- Damage to the Work not recoverable from another party or insurance policy.
- Any other increase in the Cost of the Work due to an unforeseen event or occurrence that is not under the Construction Manager's control.

The Contingency may be applied by the Construction Manager or owner to any item of cost described above or as defined by the Cost of the Work without constituting a change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager shall advise the Owner in writing when applying for a part of the contingency as allowed by the Contract Documents.

The following are included:

1. Contingency	\$207,338
2. Hydro-Vac Allowance	\$30,000
3. Unforeseen Conditions Allowance	\$150,000

Alternates

The following alternates have been included in this proposal:

- Alt. #2, 3, 6, 7 Replace all granite curbs with 6" x 18" header curbs.
- Alt. #4 Delete In-pavement crosswalk lighting.
- Alt. #5 Omit new sanitary sewer relocation.
- Alt. #11 Provide Miovision Video Detection Equipment at Arkansas Ave. traffic light.
- Alt. #13 Change cobble stone drive aprons to asphalt pavers.
- Alt. #16 Delete the traffic signal at Gregg Ave.

General Inclusions/Exclusions

- The Guaranteed Maximum Price (GMP) is based on material and equipment pricing as affected by tariffs, duties, trade restrictions, and laws in effect as of the date of this GMP. Any increases in cost resulting from new or modified tariffs, duties, trade restrictions, changes in law, or other governmental action enacted after the GMP shall constitute a Change in the Work. The Construction Manager shall be entitled to an equitable adjustment to the GMP and, if applicable, the Contract Time to account for such cost or schedule impacts. Such increases are not included in the GMP contingency or any allowances and shall be addressed outside of those amounts. The Owner acknowledges that the Construction Manager has no control over such external cost drivers and shall not be required to absorb or offset such increases.
- Typical hours of construction operations are 7 am through 7 pm.
- Certain construction procedures such as concrete placement and material deliveries require work outside of normal hours. Work will be scheduled with onsite personnel.
- Unforeseen conditions and/or items not located and shown on plans are not included in the GMP.
- Flintco assumes street closures will be approved for all roads deemed necessary for closure for the time required to complete the scope of work. All permits and associated costs with road closures are excluded from this proposal.
- Owner will be responsible for ensuring franchise utility work is completed within the specified timeframe. Flintco will accommodate and coordinate with franchise utilities' work within the controlled work area.
- The proposal excludes relocation or removal of utilities including but not limited to natural gas, electric (other than conduit), all unmarked, unknown, or unlocatable utility lines, fiber lines, CATV, and telecom utility extensions or sleeves as well as any associated costs.

Division 3A – Exterior Concrete & Senior Sidewalk

- Includes the savings to provide a 6" x 18" header curb in lieu of granite curbs as indicated in the contract documents (Alt. 2,3,6,7)
- The center header curb extension on Arkansas Avenue as shown on sheet C08 was completed in a previous project and is not included in this proposal.
- Excludes all mockups as it pertains to this scope of work.

Division 4 - Masonry

- No Exceptions

Division 11 - Traffic Signalization and Controls

- In pavement pedestrian crosswalk lights have been removed from this proposal as indicated in Alt.04.
- The traffic light at Gregg Ave. has been removed from this proposal as indicated in Alt.16. Conduit and pull boxes will remain in this scope of work for future use.
- Traffic light pole base on the southeast corner of Arkansas Ave will be reutilized for the new pole and traffic arm. The assumption has been made that the existing base will accommodate the new pole and arm.
- Includes the cost to provide new Miovision Video Detection Equipment at the existing Arkansas Avenue traffic light per owner's request (Alt. #11).

Division 26 - Electrical

- Costs associated with removal or relocation of franchise utility provider boxes, panels and meters are excluded.
- On Sheet E02, the following assumptions are made:
 - The lighting east of Storer Avenue identified by Keynote 4 was installed within the last year. As such it will remain and is excluded from this proposal.
 - The lighting west of Leverett identified by Keynote 1 & 2 includes a new Spring City pole/head, not a relocated pole.
- On Sheet E03, the following assumptions are made:
 - The two landscape lights identified with Keynote 4 will be removed, not relocated.
 - The fixture located just west of Whitham Avenue is the relocated pole associated with Keynote 8. No new fixtures will be installed at this location.
 - The fixture shown in the sidewalk radius just east of the Graduate Education building does not exist and is excluded.

Division 31 – Earthwork, Demolition, & Site Utilities

- Excludes removal or abatement of hazardous materials.
- Excludes bypass pumping which may be required.

Division 32– Asphalt Paving, Markings, Landscaping And Pavers

- Plans do not indicate for subgrade improvements to be performed beneath the new asphalt. Overlay thicknesses will range from 2" to 12" leaving the profile highly irregular. In addition, the subgrade profiles beneath the asphalt will vary. These atypical conditions present the potential for asphalt movement and cracking.
- The proposal includes the removal and reinstallation of the Donor Pavers (Blue Stone) as indicated on sheet C09 at the Campus Drive gate on Maple Street. Precautions and care will be taken to preserve the original stones to avoid breakage, however the Construction Manager will not be responsible for existing damage or inadvertent damage which may occur.
- On sheet C09, brick pavers are indicated to be installed on the west side of Oakland (in front of the Delta Delta Delta house). This proposal includes the removal and reinstallation of the existing bluestone at this location.
- On sheet C10, Blue Stone Pavers are indicated to be installed on the east side of Leverett Avenue at two locations. Asphalt pavers have been included in place of Blue Stone Pavers at this location.
- 3x3 galvanized angle iron will be utilized in lieu of 3x5 angle iron as shown on detail 18/D04.

END OF DOCUMENT

EXHIBIT "C"
Enumeration of Documents
Maple Street Improvements

DRAWINGS		
Drawing No.	Drawing Title	Drawing Date
G01	TITLE SHEET AND VICINITY MAP	3/28/2025
G02	GENERAL CONSTRUCTION NOTES, LEGEND AND INDEX OF SHEETS	3/28/2025
G03	GENERAL SHEET LAYOUT	3/28/2025
DEMOLITION		
X01	DEMOLITION PLAN	3/28/2025
X02	DEMOLITION PLAN	3/28/2025
X03	DEMOLITION PLAN	3/28/2025
MATERIALS OF CONSTRUCTION		
C09	MATERIALS OF CONSTRUCTION	3/28/2025
C10	MATERIALS OF CONSTRUCTION	3/28/2025
C11	MATERIALS OF CONSTRUCTION	3/28/2025
ELECTRICAL		
E01	MAPLE STREET SITE LIGHTING POWER PLAN	3/28/2025
E02	MAPLE STREET SITE LIGHTING POWER PLAN	3/28/2025
E03	MAPLE STREET SITE LIGHTING POWER PLAN	3/28/2025
E04	MAPLE STREET SITE LIGHTING DETAILS	3/28/2025
E05	MAPLE STREET SITE LIGHTING DETAILS	3/28/2025
E06	MAPLE STREET SITE LIGHTING SPECIFICATIONS	3/28/2025
GRADING AND PROFILES		
C01	MAPLE STREET GRADING PLAN AND PROFILE	3/28/2025
C02	MAPLE STREET GRADING PLAN AND PROFILE	3/28/2025
C03	MAPLE STREET GRADING PLAN AND PROFILE	3/28/2025
C04	MAPLE STREET GRADING PLAN AND PROFILE	3/28/2025
C05	MAPLE STREET GRADING PLAN AND PROFILE	3/28/2025
C06	MAPLE STREET CYCLE TRACK UNIVERSITY OF ARKANSAS	3/28/2025
C07	N. LEVERETT AVE. GRADING PLAN AND PROFILE	3/28/2025
C08	WHITHAM AVE. AND ARKANSAS AVE. GRADING PLAN AND PROFILE	3/28/2025
LANDSCAPE		
L01	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L02	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L03	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L04	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L05	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L06	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L07	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L08	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L09	MAPLE STREET LANDSCAPE PLAN	3/28/2025
L10	MAPLE STREET LANDSCAPE DETAILS	3/28/2025
L11	MAPLE STREET LANDSCAPE NOTES AND SCHEDULE	3/28/2025

CROSS SECTIONS		
CS01	CROSS SECTIONS	3/28/2025
CS02	CROSS SECTIONS	3/28/2025
CS03	CROSS SECTIONS	3/28/2025
CS04	CROSS SECTIONS	3/28/2025
CS05	CROSS SECTIONS	3/28/2025
CS06	CROSS SECTIONS	3/28/2025
CS07	CROSS SECTIONS	3/28/2025
CS08	CROSS SECTIONS	3/28/2025
CS09	CROSS SECTIONS	3/28/2025
CS10	CROSS SECTIONS	3/28/2025
CS11	CROSS SECTIONS	3/28/2025
CS12	CROSS SECTIONS	3/28/2025
CS13	CROSS SECTIONS	3/28/2025
CS14	CROSS SECTIONS	3/28/2025
RET. WALLS		
C12	RETAINING WALL PLAN AND PROFILE	3/28/2025
C13	RETAINING WALL DETAILS	3/28/2025
SIGNAGE AND STRIPING PLAN		
SS01	SIGNAGE AND STRIPING PLAN	3/28/2025
SS02	SIGNAGE AND STRIPING PLAN	3/28/2025
SS03	SIGNAGE AND STRIPING PLAN	3/28/2025
SS04	SIGNAGE AND STRIPING PLAN	3/28/2025
SS05	SIGNAGE AND STRIPING PLAN	3/28/2025
STORM AND UTILITY		
SD01	STORM DRAINAGE PLAN AND UTILITY RELOCATIONS	3/28/2025
SD02	STORM DRAINAGE PLAN AND UTILITY RELOCATIONS	3/28/2025
SD03	STORM DRAINAGE PLAN AND UTILITY RELOCATIONS	3/28/2025
SD04	STORM DRAINAGE PLAN AND UTILITY RELOCATIONS	3/28/2025
SD05	STORM DRAINAGE PLAN AND UTILITY RELOCATIONS	3/28/2025
SD06	STORM DRAINAGE PLAN AND UTILITY RELOCATIONS	3/28/2025
SD07	STORM DRAINAGE PLAN AND UTILITY RELOCATIONS	3/28/2025
SD08	STORM DRAINAGE PLAN AND UTILITY RELOCATIONS	3/28/2025
SN01	MAPLE STREET CYCLE TRACK UNIVERSITY OF ARKANSAS	3/28/2025
SWPPP		
SWP01	STORMWATER POLLUTION PREVENTION PLAN EXISTING CONDITIONS	3/28/2025
SWP02	STORMWATER POLLUTION PREVENTION PLAN EXISTING CONDITIONS	3/28/2025
SWP03	STORMWATER POLLUTION PREVENTION PLAN EXISTING CONDITIONS	3/28/2025
SWP04	STORMWATER POLLUTION PREVENTION PLAN EXISTING CONDITIONS	3/28/2025
SWP05	STORMWATER POLLUTION PREVENTION PLAN EXISTING CONDITIONS	3/28/2025
SWP06	STORMWATER POLLUTION PREVENTION PLAN CONSTRUCTION PLAN	3/28/2025
SWP07	STORMWATER POLLUTION PREVENTION PLAN CONSTRUCTION PLAN	3/28/2025
SWP08	STORMWATER POLLUTION PREVENTION PLAN CONSTRUCTION PLAN	3/28/2025
SWP09	STORMWATER POLLUTION PREVENTION PLAN CONSTRUCTION PLAN	3/28/2025
SWP10	STORMWATER POLLUTION PREVENTION PLAN CONSTRUCTION PLAN	3/28/2025
SWP11	STORMWATER POLLUTION PREVENTION PLAN FINAL PLAN	3/28/2025
SWP12	STORMWATER POLLUTION PREVENTION PLAN FINAL PLAN	3/28/2025
SWP13	STORMWATER POLLUTION PREVENTION PLAN FINAL PLAN	3/28/2025
SWP14	STORMWATER POLLUTION PREVENTION PLAN FINAL PLAN	3/28/2025
SWP15	STORMWATER POLLUTION PREVENTION PLAN FINAL PLAN	3/28/2025

TRAFFIC SIGNAL PLAN		
TS01	TRAFFIC SIGNAL PLAN MAPLE STREET & LEVERETT AVENUE	3/28/2025
TS02	TRAFFIC SIGNAL PLAN MAPLE STREET & LEVERETT AVENUE	3/28/2025
TS03	TRAFFIC SIGNAL PLAN MAPLE STREET & LEVERETT AVENUE	3/28/2025
TS04	TRAFFIC SIGNAL PLAN MAPLE STREET & ARKANSAS AVENUE	3/28/2025
TS05	TRAFFIC SIGNAL PLAN MAPLE STREET & ARKANSAS AVENUE	3/28/2025
TS06	TRAFFIC SIGNAL PLAN MAPLE STREET & ARKANSAS AVENUE	3/28/2025
TS07	TRAFFIC SIGNAL PLAN MAPLE STREET & GREGG AVENUE	3/28/2025
TS08	TRAFFIC SIGNAL PLAN MAPLE STREET & GREGG AVENUE	3/28/2025
TS09	TRAFFIC SIGNAL PLAN MAPLE STREET & GREGG AVENUE	3/28/2025
TS10	TRAFFIC SIGNAL PLAN MAPLE STREET & GREGG AVENUE	3/28/2025
TYPICAL DETAILS		
D01	TYPICAL DETAILS	3/28/2025
D02	TYPICAL DETAILS	3/28/2025
D03	TYPICAL DETAILS	3/28/2025
D04	TYPICAL DETAILS	3/28/2025
D05	TYPICAL DETAILS	3/28/2025
D06	TYPICAL DETAILS	3/28/2025
D07	TYPICAL DETAILS	3/28/2025
D08	TYPICAL DETAILS SINGLE BOLLARD RRFB	3/28/2025
D09	TYPICAL DETAILS DOUBLE BOLLARD RRFB	3/28/2025
D10	TYPICAL DETAILS	3/28/2025
D11	TYPICAL DETAILS	3/28/2025
D12	TYPICAL DETAILS	3/28/2025
D13	TYPICAL DETAILS	3/28/2025
D14	TYPICAL DETAILS	3/28/2025
D15	TYPICAL DETAILS	3/28/2025
D16	TYPICAL DETAILS	3/28/2025
D17	TYPICAL DETAILS	3/28/2025
D18	TYPICAL DETAILS	3/28/2025
TYPICAL ROAD SECTIONS		
G04	TYPICAL ROAD SECTIONS	3/28/2025
G05	TYPICAL ROAD SECTIONS	3/28/2025
G06	TYPICAL ROAD SECTIONS	3/28/2025
G07	TYPICAL ROAD SECTIONS	3/28/2025
G08	TYPICAL ROAD SECTIONS	3/28/2025

PROJECT MANUAL		
Number	Description	Issued Date
General Requirements		
00 01 01	Project Title Page	4/1/2025
00 01 07	Certifications	4/1/2025
00 80 00	Safe Streets for All (SSA) Grant Contract Requirements	4/1/2025
00 01 10	Table of Contents	4/1/2025
01 11 00	Summary of Work	4/1/2025
01 33 00	Submittals	4/1/2025
01 41 27	Environmental Compliance	4/1/2025
01 42 00	Definitions and Standards	4/1/2025
01 45 23	Testing	4/1/2025
01 53 00	Temporary Barriers and Controls	4/1/2025
01 56 00	Temporary Utilities and Facilities	4/1/2025
01 73 01	Trench Safety	4/1/2025
01 73 02	Confined Spaces	4/1/2025
01 73 03	Public Employees Right to Know Act	4/1/2025
01 73 04	Asbestos Pipe	4/1/2025
Earthwork		
31 10 00	Site Clearing	4/1/2025
31 11 02	Surface Removal	4/1/2025
31 20 00	Earthwork	4/1/2025
31 23 19	Dewatering	4/1/2025
31 50 00	Excavation Support and Protection	4/1/2025
Exterior Improvements		
32 05 23	Cement & Concrete for Exterior Improvements	4/1/2025
32 13 13	Concrete Paving	4/1/2025
32 13 73	Concrete Paving Joint Sealants	4/1/2025
32 13 76	Sidewalks	4/1/2025
32 84 00	Planting Irrigation	4/1/2025
32 91 00	Soil Preparation and Placement	4/1/2025
32 92 10	Turf Sodding	4/1/2025
32 93 00	Trees, Shrubs and Groundcover	4/1/2025
Utilities		
33 20 00	Standard Specifications	4/1/2025

PRE-BID RFI LOG		
Number	Description	Response Date
#	Subject	Response Date
1	Site Lighting Conduit Clarification	4/8/2025
2	Junction Boxes	4/8/2025
3	Lighting Control Equipment	4/8/2025
4	Tie In For New Retaining Wall	4/10/2025
5	Light Pole Clarifications	4/11/2025
6	Paver Clarification/Direction	4/11/2025
7	Textured Cobblestone Truck Apron	4/10/2025
8	Senior Sidewalk Removal	4/10/2025
9	RRFB Footing Detail	4/11/2025
10	Traffic Signal Cabinets	4/11/2025
11	Confirmation on Use of PVC Conduit	4/11/2025
12	Alternate Iteris Video Detection Equipment	4/11/2025
13	ADA Complaint Push Buttons	4/11/2025
14	Lane Light Crossing System Power	4/11/2025
15	Temporary Lighting	4/11/2025
16	Landscaping/Paver Questions	4/11/2025



CITY OF
FAYETTEVILLE
ARKANSAS

**CONSTRUCTION MANAGER AT RISK
ACKNOWLEDGEMENT AND AGREEMENT OF
UPHOLDING PROCUREMENT LAWS & POLICIES**

RFP 24-15, CMAR – Maple Street Improvements

This acknowledgement and agreement are made this 29th day of April, 2025, by **Flintco** regarding RFP 24-15, CMAR – Maple Street Improvements. As the CMAR for this project, **Flintco** shall follow and enforce all state laws and City of Fayetteville policies regarding solicitations/invitations to bid.

Flintco shall ensure that all bid procedures followed for this project meet state laws and City of Fayetteville Purchasing policies. **Flintco** shall take sole responsibility for all Purchasing actions and/or procedures through the duration of this project.

Shall any disputes regarding procedures arise, **Flintco** shall take sole responsibility. The City of Fayetteville shall be held harmless and non-labile for any disputes that arise regarding the bidding processes performed by **Flintco**.

CITY OF FAYETTEVILLE, ARKANSAS

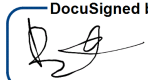
By: _____
Molly Rawn, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

FLINTCO

DocuSigned by:

By: _____
Signature

By: Brent Farmer, VP / Area Manager
Printed Name and Title

Date Signed: 4/29/2025 | 11:54 AM PDT

Budget Year	Division	ENGINEERING (621)	Adjustment Number
2025	/Org2		
	Requestor:	Matt Mihalevich	

Staff recommends approval of Change Order No. 1 to Contract RFP# 24-15 with Flintco, LLC for the Maple Street Improvements Project in the amount of \$10,943,640, along with approval of a \$300,000 project contingency, recognition of \$1,000,000 in revenue from the University of Arkansas, and approval of the associated budget adjustment.

[illegible]



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **ARKANSAS AND MISSOURI RAILROAD (AGREEMENT AMENDMENT):**

RECOMMENDATION:

Staff recommends approval of an amendment to Resolution 232-22, which authorized an agreement with the Arkansas and Missouri Railroad (AMRR) for the modifications required for the Razorback Rd. and 15th St. Intersection Project, and approval of a budget adjustment.

BACKGROUND:

The intersection of Razorback Road and 15th Street is a large intersection with multiple lanes entering the intersection on each leg. The intersection was controlled as a four way stop with stop signs on each leg. Being located in close vicinity of the Baum-Walker Stadium, Pinnacle Foods, and multiple apartment complexes, this intersection sees a high volume of traffic. Improvements to this intersection were identified as a priority project in the 2019 Transportation Bond Program.

The City of Fayetteville Engineering Division evaluated both a roundabout and signal design for this location. Concepts for both options were presented to the Transportation Committee in October of 2019. Due to the higher cost of construction for the roundabout and the potential for high pedestrian traffic, it was decided to move forward with the signal design.

With the proposed road widening and sidewalk installation, some modifications were required for the railroad crossing. The improvements included widening of the crossing as well as new crossing gates and lights that were interconnected with the new traffic signal. In October of 2022, the City of Fayetteville City Council approved an agreement (Resolution 232-22) with AMRR for the design work and the construction necessary for the improvements and widening of the railroad crossing in the amount of \$839,774.60. The construction of this project was completed in 2024.

DISCUSSION:

The approved agreement with AMRR was based on an estimated cost of \$839,774.60, but states that the City is responsible for actual costs associated with the design and construction. The City council also approved an additional \$80,000 in project contingency to cover cost overruns. The cost estimate for these improvements was prepared in 2022. Unfortunately, the work did not take place until 2024. During this time, AMRR was faced with higher costs than previously estimated. AMRR has submitted a final invoice for the work which is a total of \$934,912.66. This is an increase of \$95,138.06, which is \$15,138.06 above the contingency amount previously approved by council. This request is to approve payment of the actual cost and approve a budget

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

adjustment to cover the additional construction costs associated with this work.

BUDGET/STAFF IMPACT:

The cost for this request will be paid for with the funds from the 2019 Transportation Bond Fund.

ATTACHMENTS: SRF (#3) , BA (#4), Invoice - 0136959 (#5), 232-22 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 #: 2025-526

ARKANSAS AND MISSOURI RAILROAD (AGREEMENT AMENDMENT):

A RESOLUTION TO APPROVE AN AMENDMENT TO RESOLUTION 232-22 AND AUTHORIZE THE PAYMENT OF AN ADDITIONAL \$15,138.06 TO THE ARKANSAS AND MISSOURI RAILROAD FOR RAILROAD CROSSING MODIFICATIONS REQUIRED FOR THE RAZORBACK ROAD AND 15TH STREET INTERSECTION PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 STREET IMPROVEMENT BOND PROJECT

WHEREAS, Razorback Road and 15th Street intersection improvements were identified as a priority in the 2019 Street Improvement Bond Program; and

WHEREAS, on October 4, 2022, City Council approved Resolution 232-22 that authorized an agreement for the design work and construction necessary for the improvements and widening of the railroad crossing in the estimated amount of \$839,774.60 with an additional \$80,000.00 in project contingency to cover cost overruns; and

WHEREAS, the cost estimate for the project was prepared in 2022, but the work did not take place until 2024 and the actual costs exceeded the original estimate and contingency by \$15,138.06.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Resolution 232-22 and approves the payment of the additional amount of \$15,138.06 to the Arkansas and Missouri Railroad for railroad crossing modifications required for the Razorback Road and 15th Street Intersection Project.

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

2025-526

Item ID

5/6/2025

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

Matt Casey

4/15/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Amendment to the approval of the agreement with the Arkansas and Missouri Railroad (AMRR) for the modifications required for the Razorback Rd. and 15th St. Intersection Project and approval of a budget adjustment

Budget Impact:

4702.860.7222-5809.00

Streets Project (2022 Bonds)

Account Number

Fund

46020.7222

15th St. / Razorback Rd. Intersection

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 397,760.00

Expenses (Actual+Encum)

\$ 113,367.08

Available Budget

\$ 284,392.92

Does item have a direct cost? Yes

Item Cost

\$ 95,138.06

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 189,254.86

V20221130

Purchase Order Number: 2022-00000819

Previous Ordinance or Resolution # 232-22

Change Order Number: 1

Approval Date:

Original Contract Number: 2022-00000061

Comments:

Budget Year	Division	Adjustment Number
2025	ENGINEERING (621) /Org2 Requestor: Matt Casey	

Amendment to the approval of the agreement with the Arkansas and Missouri Railroad (AMRR) for the modifications required for the Razorback Rd. and 15th St. Intersection Project and approval of a budget adjustment

	COUNCIL DATE:	5/6/2025
	ITEM ID#:	2025-526
	Holly Black	
	4/15/2025 10:52 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



Arkansas & Missouri Railroad
 306 East Emma
 Springdale, AR 72764
 Questions? Call: (479) 751-8600

Bill To:
 CITY OF FAYETTEVILLE
 ATTN: CHRIS BROWN
 ENGINEERING DEPARTMENT
 113 W. MOUNTAIN ST.
 FAYETTEVILLE, AR 72701

INVOICE

Invoice Number: 0136959-IN

Invoice Date: 2/13/2025

Customer Number: 00-CTYFAY

Customer P.O.:

Terms: NET 30 DAYS

Item Code	Description	UM	Quantity	Price	Amount
	Hwy 16 (Razorback Rd/15th St) - Progress Billing #4 Final Invoice				
OTH		EACH	1.000	934,912.66	934,912.66
	Labor & Services				

If you receive a request to change banking or
 remit to address, contact us immediately via phone

Subtotal	934,912.66
Grand Total	934,912.66
Paid	726407.52
Due:	\$208,505.14



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

Resolution: 232-22

File Number: 2022-0884

RAILROAD CROSSING UPGRADE COST AND MAINTENANCE AGREEMENT:

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A RAILROAD CROSSING UPGRADE COST AND MAINTENANCE AGREEMENT WITH THE ARKANSAS AND MISSOURI RAILROAD IN THE AMOUNT OF \$839,774.60 FOR MODIFICATIONS REQUIRED FOR THE RAZORBACK ROAD AND 15TH STREET INTERSECTION PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$80,000.00, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 STREET IMPROVEMENT BOND PROJECT

WHEREAS, Razorback Road and 15th Street intersection improvements were identified as a priority in the 2019 Transportation Bond Program; and

WHEREAS, the Engineering Division has completed the design and is in the process of permitting this project through ArDOT and the railroad; and

WHEREAS, Arkansas and Missouri Railroad (AMRR) presented an agreement to the City for the design work and construction necessary for improvements to and widening of the railroad crossing; and

WHEREAS, pursuant to the terms of the Railroad Crossing Upgrade Cost and Maintenance Agreement, the City will reimburse the AMRR for the full cost of labor and materials for installation of the crossing signal, panels, and appurtenances necessary for a fully operational crossing, which is estimated to be \$839,774.60; and the City and AMRR agree to equally share the cost of repairs or major maintenance; and

WHEREAS, it is not feasible or practical to competitively bid such a project because the land over

which the crossing is proposed is owned and controlled by the Arkansas and Missouri Railroad, which has the sole power to authorize and construct new crossings; and

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes Mayor Jordan to sign the Railroad Crossing Upgrade Cost and Maintenance Agreement with Arkansas and Missouri Railroad for modifications required for the Razorback Road and 15th Street Intersection Project, and further approves a project contingency in the amount of \$80,000.00 for a total estimated project cost of \$919,775.00.

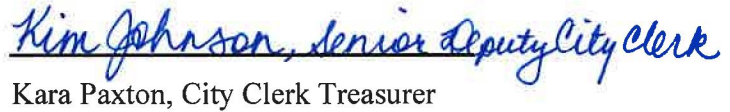
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on 10/4/2022

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2022-0884

Agenda Date: 10/4/2022

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A.15

RAILROAD CROSSING UPGRADE COST AND MAINTENANCE AGREEMENT:

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE A RAILROAD CROSSING UPGRADE COST AND MAINTENANCE AGREEMENT WITH THE ARKANSAS AND MISSOURI RAILROAD IN THE AMOUNT OF \$839,774.60 FOR MODIFICATIONS REQUIRED FOR THE RAZORBACK ROAD AND 15TH STREET INTERSECTION PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$80,000.00, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 STREET IMPROVEMENT BOND PROJECT

WHEREAS, Razorback Road and 15th Street intersection improvements were identified as a priority in the 2019 Transportation Bond Program; and

WHEREAS, the Engineering Division has completed the design and is in the process of permitting this project through ArDOT and the railroad; and

WHEREAS, Arkansas and Missouri Railroad (AMRR) presented an agreement to the City for the design work and construction necessary for improvements to and widening of the railroad crossing; and

WHEREAS, pursuant to the terms of the Railroad Crossing Upgrade Cost and Maintenance Agreement, the City will reimburse the AMRR for the full cost of labor and materials for installation of the crossing signal, panels, and appurtenances necessary for a fully operational crossing, which is estimated to be \$839,774.60; and the City and AMRR agree to equally share the cost of repairs or major maintenance; and

WHEREAS, it is not feasible or practical to competitively bid such a project because the land over which the crossing is proposed is owned and controlled by the Arkansas and Missouri Railroad, which has the sole power to authorize and construct new crossings; and

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes Mayor Jordan to sign the Railroad Crossing Upgrade Cost and Maintenance Agreement with Arkansas and Missouri Railroad for modifications required for

the Razorback Road and 15th Street Intersection Project, and further approves a project contingency in the amount of \$80,000.00 for a total estimated project cost of \$919,775.00.

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

City of Fayetteville Staff Review Form

2022-0884

Legistar File ID

10/4/2022

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

Matt Casey

9/15/2022

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Railroad Crossing Agreement with the Arkansas and Missouri Railroad (AMRR) in the amount of \$839,774.60 for the modifications required for the Razorback Rd. and 15th St. Intersection Project, approval of a project contingency of \$80,000.00, and approval of a budget adjustment.

Budget Impact:

4702.860.7222-5809.00

Streets Project (2019 Bonds)

Account Number

Fund

46020.7222

15th St. / Razorback Rd. Intersection

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 21,218,438.00

Funds Obligated \$ 18,159,282.70

Current Balance \$ 3,059,155.30

Does item have a cost? Yes

Item Cost \$ 919,774.60

Budget Adjustment Attached? Yes

Budget Adjustment \$ 919,775.00

Remaining Budget \$ 3,059,155.70

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF OCTOBER 4, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

DATE: September 15, 2022

SUBJECT: **Railroad Crossing Agreement with the Arkansas and Missouri Railroad (AMRR) in the amount of \$839,774.60 for the modifications required for the Razorback Rd. and 15th St. Intersection Project, approval of a project contingency of \$80,000.00, and approval of a budget adjustment**

RECOMMENDATION:

Staff recommends approval of a Railroad Crossing Agreement with the Arkansas and Missouri Railroad (AMRR) in the amount of \$839,774.60 for the modifications required for the Razorback Rd. and 15th St. Intersection Project, approval of a project contingency of \$80,000.00, and approval of a budget adjustment

BACKGROUND:

The intersection of Razorback Road and 15th Street is a large intersection with multiple lanes entering the intersection on each leg. The intersection is currently controlled as a four way stop with stop signs on each leg. Being located in close vicinity of the Baum-Walker Stadium, Pinnacle Foods, and multiple apartment complexes, this intersection sees a high volume of traffic. Improvements to this intersection were identified as a priority project in the 2019 Transportation Bond Program.

The City of Fayetteville Engineering Division evaluated both a roundabout and signal design for this location. Concepts for both options were presented to the Transportation Committee in October of 2019. Due to the higher cost of construction for the roundabout and the potential for high pedestrian traffic, it was decided to move forward with the signal design. The Engineering Division has completed the design and is in the process of permitting this project through ArDOT and the railroad.

DISCUSSION:

With the proposed road widening and sidewalk installation, some modifications are required for the existing railroad crossing. The improvements include widening of the crossing as well as new crossing gates and lights that will be interconnected with the new traffic signal. AMRR has presented an agreement to the City for the design work and the construction necessary for the improvements and widening of the railroad crossing in the amount of \$839,774.60.

BUDGET/STAFF IMPACT:

The design and construction for this project will be paid for with the funds from the 2019 Transportation Bond Fund.

Attachments:

AMRR agreement

**RAILROAD CROSSING UPGRADE COST
AND MAINTENANCE AGREEMENT**

This Agreement, made and entered into this 4th day of October, 2022, by and between the **City of Fayetteville, Arkansas** (hereinafter "City") and **The Arkansas & Missouri Railroad Company**, (hereinafter "AMRR"),

WITNESSETH:

WHEREAS, City is in the process of planning an upgrade to the existing warning system (gates and lights) at the railroad crossing intersecting 15th Street (also known as Highway 16) and Razorback Road within the City limits at railroad milepost 354.07 which is DOT Project # 667203Y. The City proposes, for the benefit of the public, to upgrade this crossing, pursuant to the Exhibits referenced below, all of which are incorporated herein by reference; and

WHEREAS, it is understood that the contemplated crossing upgrade will be financed solely from funds appropriated by City and expended under its regulations.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this agreement, subject to the provisions of the recitals above, it is agreed by and between the parties hereto as follows:

1. AMRR has provided an estimate for the cost of the crossing upgrade which is attached as Exhibit 1. The parties understand that the estimate is \$839,774.60 and the parties acknowledge that the ultimate cost of the crossing upgrade could be under or over this estimate. Upon final completion of the project, all said materials and crossing equipment shall become the property of AMRR.

2. AMRR shall be reimbursed 100% of the actual cost (labor and material) for installing the new equipment and its invoices will be paid promptly. Material will be billed as it is ordered by AMRR. The City acknowledges that any work within 25 feet of the tracks requires a Flagging Services Agreement for railroad track protection, including, but not limited to, railroad flagging which is charged at the rate of \$150 per hour. A Flagging Services Agreement will be executed simultaneously with the execution of this Agreement.

3. Maintenance and Repairs. The parties acknowledge that the crossing and equipment will require maintenance and repairs due to normal wear and tear and possibly damage from accidents, negligence or acts of nature. The City will not be liable for any damages caused solely by the negligence of AMRR. If damages are caused to the crossing and/or equipment by the acts of 3rd parties, AMRR and the City will coordinate to pursue any cause of action against said 3rd parties to recover the costs of repairs and any amount recovered will be applied accordingly. If the recovery is less than the cost of repairs then AMRR and the City of Fayetteville agree to share in the cost of needed repairs.

The crossing shall be maintained until such time as the parties mutually agree otherwise or upon a date certain that the crossing should be closed.

4. Incorporated Documents: The following documents are attached as Exhibits 1, 2 and 3 respectively and are incorporated herein by reference as if set forth herein word for word:

Exhibit 1: Estimate of costs;

Exhibit 2: Review of grade crossing performed by Alfred Benesch and Company for the City, dated October 7, 2021 and Revised July 20, 2022;

Exhibit 3: Plans and specifications prepared by the Engineering Division of the City.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified or amended orally.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

7. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns.

8. Both parties acknowledge that the signatories below have the appropriate authority to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4 day of October, 2022.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CITY OF FAYETTEVILLE, ARKANSAS

Approved by:

Signature

Lionel Jordan
Print Name

Mayor
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF Washington)

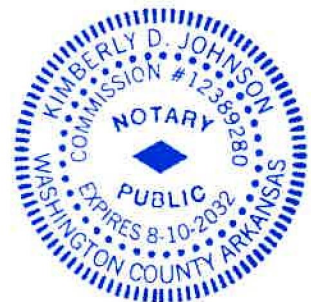
On this 14th day of October, 2022, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, Lionel Jordan, to me personally well-known who stated that he/she is the Mayor for the **CITY OF FAYETTEVILLE, ARKANSAS**, and is duly authorized in his/her capacity to execute the foregoing instrument and for and in the name and behalf of the City of Fayetteville, Arkansas, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Kimberly D. Johnson
Notary Public

My Commission Expires:

8-10-2032



ARKANSAS & MISSOURI RAILROAD COMPANY

Approved by: _____

Signature

CAREN L. KRASKA

Print Name

President

Title

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF Washington)

) §§

On this 19th day of October, 2022, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, **CAREN L. KRASKA**, to me personally well-known who stated that she is the President of **ARKANSAS & MISSOURI RAILROAD COMPANY** and is duly authorized in her capacity to execute the foregoing instrument and for and in the name and behalf of Arkansas & Missouri Railroad Company, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth. •

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Aleyda R. Herrera
Notary Public

My Commission Expires:

02/12/2029

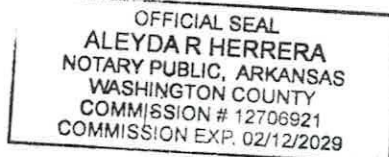


Exhibit 1



Arkansas & Missouri Railroad
306 E. Emma Ave
Springdale, AR 72764

Date: August 23, 2022

To: City of Fayetteville
Attn: Matt Blanchard - Matt Casey

Job: 15th (HWY 16) and Razorback Rd. New crossing warning system (interconnected), new road crossing, 2 turnouts.

Prepared by: Jeromy Houchin

Material					
Item #	Qty	Description	Unit	Unit Price	Line Total
1	2	RH 115# #9 Turnouts RBM Insulated	EA	\$ 85,025.00	\$ 170,050.00
2	12.000	115# New to 1/4" Worn - Transition Rail	EA	\$ 1,100.00	\$ 13,200.00
3	150.000	#4 Mainline Railroad Ballast	TN	\$ 25.00	\$ 3,750.00
4	8.000	115# Bars - Pair	EA	\$ 85.00	\$ 680.00
5	1.000	Bolts	KG	\$ 290.00	\$ 290.00
6	50.000	Lock Washers	EA	\$ 0.38	\$ 19.00
7	26.000	115# Welding Kits	EA	\$ 135.00	\$ 3,510.00
8	56.875	Concrete Crossing Panels	FT	\$ 215.00	\$ 12,228.13
9	3.1	115# Rail	TN	\$ 1,500.00	\$ 4,650.00
10	50	Pre-Plated Ties	EA	\$ 224.50	\$ 11,225.00
11	225	Pandrol Clips	EA	\$ 3.90	\$ 877.50
12	4	Transition Rails	EA	\$ 2,450.00	\$ 9,800.00
13	8	Welding Kits	EA	\$ 200.00	\$ 1,600.00
14	150	Ballast	TN	\$ 19.00	\$ 2,850.00
15	20	Asphalt	TN	\$ 100.00	\$ 2,000.00
					\$ 236,729.63
				Tax	\$ 23,081.14
				Shipping	\$ 7,500.00
				Subtotal (material)	\$ 267,310.76
Labor & Services					
Item #	Qty	Description	Unit	Unit Price	Line Total
1	1	Engineering Design	LS	\$ 5,000.00	\$ 5,000.00
2	2	Construct, Install and Surface #9 Turnout	EA	\$ 25,000.00	\$ 50,000.00
3	1	CWS - Riotech (Engineering, Material and Labor)	LS	\$ 291,001.40	\$ 291,001.40
4	15	Flagging	DY	\$ 1,250.00	\$ 18,750.00
5	5	4 Person Crew	DY	\$ 3,950.00	\$ 19,750.00
6	2	2 Person Surfacing Crew	DY	\$ 3,500.00	\$ 7,000.00
7	5	Operator	DY	\$ 1,500.00	\$ 7,500.00
8	1	Oversized Load Permit Fees	LS	\$ 1,000.00	\$ 1,000.00
9	1	Asphalt Contractor	LS	\$ 25,000.00	\$ 25,000.00
10	1	Road Closure	LS	\$ 7,500.00	\$ 7,500.00
				Subtotal (Labor)	\$ 432,501.40
				Contingency	\$ 139,962.43
				Total	\$ 839,774.60

Review of Interconnected Highway-Rail Grade Crossing

DOT# 667203Y

West 15th Street (State Highway 16)

Fayetteville, AR

Arkansas & Missouri Railroad

MP 354.07, 1st Subdivision

**Prepared by Alfred Benesch & Company for
City of Fayetteville**

October 7, 2021

Revised July 20, 2022

Review of Interconnected



Copyright 2021, of Alfred Benesch & Company. All rights reserved [17 U.S.C.]. This report and its content are the property of Alfred Benesch & Company. Use, reuse, reproduction or modification of this plan or design information, or any part thereof, is strictly prohibited, except by written permission of this firm. This document is governed by 23 U.S.C. § 409.

Highway-Rail Grade Crossing

DOT# 667203Y

West 15th Street (State Highway 16)

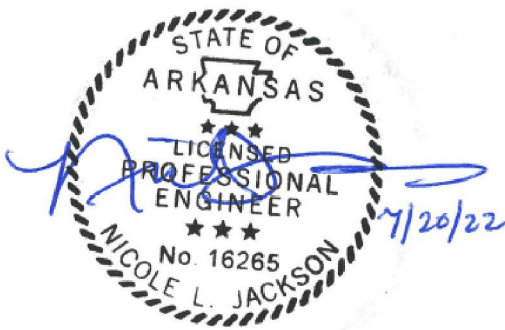
Fayetteville, Arkansas

Arkansas & Missouri Railroad

MP 354.07, 1st Subdivision

Prepared by:

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Arkansas. This report represents an electronic version of the original hard copy report, sealed, signed and dated by Nicole L. Jackson, PE, PTOE. The content of the electronically transmitted report can be confirmed by referring to the original hard copy that will be kept on file with Alfred Benesch & Company.



Nicole L. Jackson, PE, PTOE

Arkansas License No. 16265

TABLE OF CONTENTS

CONTENTS

1	INTRODUCTION	3
1.1	Project Information.....	3
1.2	References.....	4
2	PARTIES OF INTEREST.....	4
3	RAILROAD PREEMPTION DESIGN ELEMENTS	5
3.1	Railroad Characteristics	5
3.2	Traffic Characteristics.....	5
4	REQUESTED RAILROAD PREEMPTION TIME.....	7
5	RECOMMENDATIONS.....	8
5.1	Design Recommendations	8
5.2	Implementation Recommendations	10
6	CONCLUSION	11
APPENDIX A – REFERENCES		12
APPENDIX B – END NOTES		13
APPENDIX C – PREEMPTION CALCULATION FORM.....		20

1 INTRODUCTION

1.1 Project Information

Alfred Benesch & Company (Benesch) conducted a review of the highway-rail grade crossing (DOT# 667203Y) on the Arkansas & Missouri Railroad (Railroad), 1st Subdivision located near the intersection of West 15th Street (State Highway 16) and Razorback Road (State Highway 112) in Fayetteville, Arkansas. The review incorporates an analysis of the preemption calculations and additional design documents provided by the City of Fayetteville (Agency) and the Railroad.

FIGURE 1 – W 15TH ST (SH 16) @ RAZORBACK RD (SH 112), DOT# 667203Y



The Agency requested advance preemption time for this highway-rail grade crossing. This report expands on the proposed preemption time requirements and provides recommendations to improve the preemption operations in accordance with the referenced material, MUTCD and industry best practices.

Benesch and the Railroad recognize that the decision to incorporate any recommendations made within this report is determined by the highway agency or authority with jurisdiction and the regulatory agency with statutory authority (where applicable) in accordance with requirements set forth in the 2009 MUTCD Second Edition, Section 8A.01. The actions of the Railroad are limited.

1.2 References

The following documents were submitted by the Agency and Railroad to assist in the review:

- ❖ TXDOT Preemption Calculation Form dated June 17, 2022
- ❖ Razorback Rd (Hwy 112) & 15th St (Hwy 16) intersection Improvements Pavement Marking and Signage Plans dated February 23, 2021
- ❖ Razorback Rd (Hwy 112) & 15th St (Hwy 16) intersection Improvements Traffic Signals, Signals, Mast Arms and Conduit Plan dated March 30, 2021
- ❖ Preemption Request Form dated July 6, 2022

Appendix A contains additional documents, reference material and manuals on recommended practices which were utilized to further evaluate the interconnection design and operation of the highway-rail grade crossing.

2 PARTIES OF INTEREST

The main contact information for each entity during the preemption review process is outlined below:

TABLE 1 - CONTACT INFORMATION

Agency:	Matt Blanchard, PE Staff Engineer	City of Fayetteville 125 West Mountain Street Fayetteville, AR 72701	mblanchard@fayetteville-ar.gov 479-575-8205
ARDOT:	Paulette Rice, PMP Railroad Coordinator	Arkansas Department of Transportation PO Box 2261 Little Rock, AR 72203	paulette.rice@ardot.gov 501-569-2557
Railroad:	Jeromy Houchin Chief Engineer	Arkansas & Missouri Railroad 306 East Emma Avenue Springdale, AR 72764	jeromyh@amrailroad.com 479-790-0647

3 RAILROAD PREEMPTION DESIGN ELEMENTS

The Agency must take into account a number of design elements when providing preemption control¹ by interconnecting the railroad active warning system with the traffic signal equipment. The grade crossing circuit design, roadway layout and traffic signal design all provide information on the existing and any proposed characteristics for the grade crossing and adjacent intersection. The following sections outline the railroad and traffic characteristics that were identified during the review.

NOTE: Benesch has not field verified the values presented on the preemption calculation form. However, an overview of the grade crossing through Google Earth and the plans provided was conducted to review the measurements and values.

3.1 Railroad Characteristics

- ❖ The Railroad operates on one main line track siding track through the grade crossing.
- ❖ Flashing-light signals with automatic gates are proposed at the grade crossing.
- ❖ Overhead flashing-light signals are provided for the eastbound and westbound approach on West 15th Street (State Highway 16).
- ❖ Pedestrian flashing-light signals with automatic gates are proposed on the pedestrian pathways in all quadrants.

3.2 Traffic Characteristics

- ❖ The roadway consists of three lanes proposed over the tracks approaching the intersection with Razorback Road (State Highway 112).
- ❖ The proposed traffic signal controller is McCain ATC eX2.
- ❖ The proposed traffic signal controller firmware is Omni eX.
- ❖ The clear storage distance² (CSD) is 166 feet.
- ❖ The minimum track clearance distance³ (MTCD) is 38 feet.
- ❖ The design vehicle⁴ is a 75-foot tractor trailer.

¹ **Preemption Control** – A special sequence of signal phases and timing to expedite and/or provide additional clearance time for vehicles to clear the tracks prior to the arrival of rail traffic (MUTCD 2009 Second Edition, Chapter 4D, Section 4D.03).

² **Clear Storage Distance** – The distance available for vehicle storage measured between 6 feet from the rail nearest the intersection to the intersection stop line or the normal stopping point on the highway (MUTCD 2009 Second Edition, Chapter 1A, Section 1A.13).

³ **Minimum Track Clearance Distance** – For standard two-quadrant warning devices, the minimum track clearance distance is the length along a highway at one or more railroad or light rail transit tracks, measured from the highway stop line, warning device, or 12 feet perpendicular to the track center line, to 6 feet beyond the furthest track(s) measured perpendicular to the far rail, along the center line or edge line of the highway, as appropriate, to obtain the longest distance (MUTCD 2009 Second Edition, Chapter 1A, Section 1A.13).

⁴ **Design Vehicle** – The longest vehicle permitted by statute of the road authority (State or other) on that roadway (AREMA, Part 3.3.10, D. 4.).

- ❖ The approach grade is indicated to be 0.9% in the preemption calculations.
- ❖ The proposed right-of-way transfer time⁵ (RWTT) for APT is as follows:

TABLE 2 - RIGHT OF WAY TRANSFER TIME

		Traffic Signal Preemption Timing Values
Preempt Delay Time ⁶		0.0
Controller Response Time to Preempt ⁷		0.0
	Minimum Green Time	5
	Other Green Time	0
	Yellow Change Time	4.0
	Red Clearance Time	+ 4.3
<i>Total Vehicle Interval Time</i>		<i>13.3</i>
	Minimum Walk Time	0
	Pedestrian Change (PC) Time	0
	Yellow Change Time	0
	Red Clearance Time	+ 0
<i>Total Pedestrian Interval Time</i>		<i>0</i>
Max: <i>Total Vehicle or Total Pedestrian Interval Time</i>		13.3
Additional RWTT		+ 0
Maximum RWTT		13.3

⁵ **Right-of-Way Transfer Time** – The maximum amount of time needed for the worst-case condition, prior to the display of the track clearance green interval. This includes any railroad or light rail transit or highway traffic signal control equipment time to react to the preemption call, and any traffic control signal green, pedestrian walk and clearance, yellow change, and red clearance intervals for conflicting traffic (MUTCD 2009 Second Edition, Chapter 1A, Section 1A.13).

⁶ **Preempt Delay Time** – The amount of time, in seconds, that the traffic signal controller is programmed to wait from the initial receipt of a preempt call until the call is “verified” and considered a viable request for transfer into preemption mode. Preempt delay time should be a whole number value entered into the controller unit for purposes of preempt call validation, and may not be available on all manufacturer’s controllers (TXDOT, July 2017, *Form 2304 Instructions*).

⁷ **Controller Response Time to Preempt** – The time that elapses while the controller unit electronically registers the preempt call. The controller manufacturer should be consulted to find the correct value (in seconds) for use (TXDOT, July 2017, *Form 2304 Instructions*).

4 REQUESTED RAILROAD PREEMPTION TIME

The table below summarizes the railroad preemption time proposed for the highway-rail grade crossing:

TABLE 3 - RAILROAD PREEMPTION VALUES

	Preemption Values
Minimum Time (MT) ⁸	20
Clearance Time (CT) ^{9*}	+ 1
Prescribed Warning Time ¹⁰ (MT + CT)	21
Buffer Time (BT) ^{11*}	5
Advance Preemption Time (APT)	+ 24
Programmed System Design Time (SDT) ¹² minus Equipment Response Time (ERT) ^{13*} [SDT – ERT] (Subject to AREMA 50-second limitation)	50
Equipment Response Time (ERT)*	+ 5
Total Approach Time or System Design Time (SDT)	55
*To Be Confirmed by Railroad during Approach Design	

The Agency requests 24 seconds of APT (see Appendix D for more information on the preemption values).

⁸ **Minimum Time (MT)** – Grade crossing warning devices shall operate for a minimum of 20 seconds for normal operation of through trains (49 C.F.R. 234.225, AREMA, Part 3.3.10, C. 1.).

⁹ **Clearance Time (CT)** – If the MTCD exceeds 35 feet, clearance time is one second for each additional 10 feet, or portion thereof, over 35 feet. (AREMA, Part 3.3.10, C.2a)

¹⁰ **Prescribed Warning Time [Minimum Warning Time] (PWT)** – For through train movements, prescribed warning time (minimum warning time) is the least amount of time active warning devices shall operate prior to the arrival of a train at a grade crossing (AREMA, Part 3.3.10, D. 8.).

¹¹ **Buffer Time (BT)** – Buffer Time is discretionary and may be provided in addition to MT, CT and EGCT to accommodate for minor variations in train handling, track circuit variability and allowable tolerances within locomotive speed measurement apparatus (AREMA, Part 3.3.10, C. 5.).

¹² **System Design Time (SDT)** – The sum of the Prescribed Warning Time, BT, Equipment Response Time (ERT-A, C and D) and APT. (AREMA, Part 3.3.10, C. 10.)

¹³ **Equipment Response Time**– This parameter is the time provided in accordance with the manufacturers recommendations for equipment acquisition (response) time for train detection (AREMA, Part 3.3.10, C. 6a.).

5 RECOMMENDATIONS

The following recommendations have been proposed to improve the railroad preemption operations and overall safety of the grade crossing in accordance with any applicable federal, state or local regulations/guidelines and industry best or recommended practice. The MUTCD provides that the Agency has sole responsibility in determining the operational design and any time required for railroad preemption operations at an interconnected grade crossing. The Agency should carefully review each recommendation, as numerous solutions may exist for any problem identified.

MUTCD 2009 Second Edition, Chapter 8C, Section 8C.09, Paragraph 6:

“The highway agency or authority with jurisdiction and the regulatory agency with statutory authority, if applicable, should jointly determine the preemption operation and the timing of traffic control signals interconnected with highway-rail grade crossings adjacent to signalized highway intersections.”

5.1 Design Recommendations

- ❖ The Agency has requested the following interconnection circuits^A on the attached Traffic Signal Preemption Request Form (ITE). The Agency shall ensure the circuitry involving both the traffic signal and railroad are fully operational at the time of implementation:
 - Advance Preemption Circuit^B
 - Supervised Circuit^C
 - Crossing Active Circuit^D
 - Gate Down Circuit^E
 - Traffic Signal Health Circuit^F

NOTE: Descriptions for each interconnection circuits and configuration along with some example interface methods^G can be found in Appendix B.

- ❖ The Agency has specified, on the attached Preemption Request Form, an interconnection cable adequate for the requested interconnection circuits and configuration (ITE 2019). The Agency is responsible for providing and maintaining the interconnection cable, pull boxes and conduit needed for the requested preemption operations from the traffic signal equipment to the Railroad equipment house. All equipment must be installed prior to the Railroad construction phase. For safety purposes, it is recommended that the interconnection power provided by the Agency for the interconnection be limited to a maximum of 28 Vac or Vdc.
- ❖ Determine an adequate preemption clearance interval minimum time^H that allows sufficient opportunity for a design vehicle to clear the grade crossing (TRB 2017). The preemption clearance interval is the programmed minimum time and phases in the preemption plan settings of the traffic signal controller that are displayed for highway users which may be stopped in the MTCD and CSD.

While normally displayed as green indications and frequently referred to as track clearance green, the preemption clearance interval may be displayed as all-red indications or some combination of flashing and steady indications based on site specific needs. The amount of traffic clearance green time for this grade crossing is dependent on the interconnect circuits chosen for the grade crossing:

- **A gate down circuit is proposed in the traffic signal design.** Since the Agency has elected to request a gate down circuit from the railroad, the preemption clearance interval programmed as track clearance green should be displayed a minimum of 27 seconds which is the queue clearance time¹⁴ determined by the preemption calculations.

Due to the length of the CSD, the Agency should consider extending the track clearance green by a minimum of 5 seconds after receipt of the gate down indication from the grade crossing warning system.

- ❖ **Implement a maximum preemption timer¹ (ITE 2019).** If, for any reason, the traffic signal controller preemption remains active for an extended period of time, this timer allows the controller to exit the preemption plan and enter an all-red flash mode.
- ❖ **Consider providing a back-up power supply for the traffic signal equipment (MUTCD 2009 Second Edition).** Traffic signal systems interconnected to grade crossing warning systems should be provided with a back-up power supply. In doing so, the traffic signal controller is equipped for continued operation in the event of power outages and a track clearance interval can be provided during a train event under these conditions.
- ❖ **Consider relocating the proposed left and right and through arrow pavement markings a minimum of 100 feet in advance of the grade crossing (FHWA 2019).** Drivers may interpret the highway-rail grade crossing as a highway-highway intersection in certain situations if the arrow pavement markings are installed too close to the grade crossing (low light, poor visibility due to fog or other, impaired driver) and can increase the potential for drivers to turn onto the tracks. These arrow markings should be placed further away from the grade crossing so that drivers do not associate the arrow markings with the highway-rail grade crossing.
- ❖ **Consider installation of “DO NOT STOP ON TRACKS” (R8-8) sign downstream of the grade crossing (MUTCD 2009 Second Edition).** These signs should be installed when the potential for vehicles to stop

¹⁴ **Queue Clearance Time** – The time required for the design vehicle of maximum length stopped just inside the MTCD to start up and move through and clear the entire MTCD. If pre-signals are present, this time shall be long enough to allow the vehicle to move through the intersection, or to clear the tracks if there is sufficient CSD. If a four-quadrant gate system is present, this time shall be long enough to permit the exit gate arm to lower after the design vehicle is clear of the MTCD (MUTCD 2009 Second Edition, Chapter 1A, Section 1A. 13).

on the grade crossing is significant. The signs provide warning to the drivers that they must not stop on the grade crossing and remind them that it is prohibited to do so.

- ❖ **Evaluate placement of the detectable warning surfaces at the pedestrian flashing-light signals with automatic gates.** In the plans provided, the detectable warning surfaces are planned to be placed 12 feet from the near rail. Ensure the placement of the detectable warning surfaces at each pedestrian flashing-light signal with automatic gates is placed 2 feet in advance of the automatic gate. (ATBCB, 2013)
- ❖ **Consider installation of a warning label for the traffic signal cabinet to notify personnel that the traffic signal is interconnected with the grade crossing warning system (US DOT TWG 1997).**
- ❖ **Develop and follow a preemption operation and maintenance program¹.** The railroad preemption system should be tested on an annual basis. The Federal Railroad Administration (FRA) Safety Advisory 2010-02, details recommendations for annual joint testing of interconnected Railroad and Traffic Signal Systems. MUTCD 4D.02 also provides operation and maintenance guidance. The Railroad will work with the Agency to ensure that the interconnected traffic signal continues to operate as design and requests that any future changes are discussed and jointly approved in a collaborative manner.

The Agency should develop a special preemption operation program in the event of operational failure of traffic signals or other events that may affect the operation of the interconnected highway by causing extended queues across the tracks. The events that could require use of this plan are emergency or planned construction and special events. The plan should include notifying the railroad and proceeding forward with a traffic management plan to mitigate the possible traffic queues across the tracks.

5.2 Implementation Recommendations

The Agency and Railroad should perform thorough joint testing upon implementation of the preemption timing and operation to confirm that the traffic signal controller hardware and firmware is operating according to the design. Some of the testing that should be conducted are outlined below.

- ❖ **Thoroughly test the programming of the traffic signal controller during advance preemption to ensure the total right-of-way transfer time does not exceed 13.3 seconds (see preemption calculation form in appendix D).** If the Agency elects to make timing adjustments to the programmed minimum green time, yellow change time or red clearance time, the combined sum must not exceed the maximum right-of-way transfer time established on the preemption calculation form. If it is determined that additional right-of-way transfer time is needed, the Agency must request an increase in APT from the Railroad.
- ❖ **Thoroughly test the programming of the traffic signal controller during railroad preemption to ensure the preemption clearance interval minimum time is in accordance with the design plans.** The preemption clearance interval is the programmed minimum time and phases in the preemption plan settings of the traffic signal controller that are displayed for highway users which may be stopped in the MTCD and CSD. While normally displayed as green indications and frequently referred to as track

clearance green, the preemption clearance interval may be displayed as all-red indications, or some combination of flashing and steady indications based on site specific needs.

- ❖ **Confirm traffic signal controller can respond in a train restart.** A train has the potential of stopping and restarting within the grade crossing circuitry approach. In addition, nearby switching operations are characteristics of this location and may result in multiple preemption and warning system activations within a short period of time. After receiving the preemption call from the first train event, the traffic signal controller must be able to return to the track clearance interval and provide an opportunity to clear a design vehicle from the MTCD during any subsequent train event. Additional logic may be required depending on the traffic signal controller hardware and firmware.
- ❖ **Thoroughly test all interconnection circuits to ensure the circuitry involving both the traffic signal and railroad are fully operational at the time of implementation.** Testing should be conducted to evaluate communications between the traffic signal and railroad circuitry and ensure the requested circuits operate as designed.

6 CONCLUSION

Benesch is providing this report as recommendations for improvements to the traffic signal and railroad operations at this grade crossing location in regard to railroad preemption. Further discussion and collaboration should take place between the Agency and Railroad in order to address the concerns discussed in this report. Future changes in design outside the scope of this report or upgrades after implementation of the recommendations put forth in this report will require further collaborative work and review by the Agency and Railroad.

The Railroad respectfully requests that the Agency continue to consult and partner with them in this process. The Railroad requests that the Agency provide the traffic signal timing and wiring information with the construction schedule at least two months prior to the traffic signal controller bench testing (if required) and four months prior to the proposed cutover with the Railroad.

APPENDIX A – REFERENCES

- ❖ 23 C.F.R. 646, *Subpart B, Railroad-Highway Projects*. Code of Federal Regulations (C.F.R.)
- ❖ 49 C.F.R. 392.10, *Railroad Grade crossings; Stopping Required*. Code of Federal Regulations (C.F.R.)
- ❖ 17 U.S.C., *Copyright*. United States Code (U.S.C.)
- ❖ 23 U.S.C. 409, *Discovery and admission as evidence of certain reports and surveys*. United States Code (U.S.C.)
- ❖ AREMA (2019). *Manual for Communications and Signals, Volume 1, Section 3 (C&S Manual)*. Landover, MD: American Railway Engineering and Maintenance-of-Way Association (AREMA).
- ❖ ATBCB (2013). *Public Rights-of-Way, Accessibility Guidelines*. Architectural and Transportation Barriers Compliance Board (ATBCB).
- ❖ FHWA (May 2012). *2009 Manual on Uniform Traffic Control Devices (MUTCD) - Revision 2*. Federal Highway Administration (FHWA).
- ❖ FHWA (2019). *Highway-Rail Crossing Handbook – 3rd Edition*. Federal Highway Administration (FHWA).
- ❖ FRA (July 25, 2012). *Technical Bulletin S-12-01, Guidance Regarding the Appropriate Processes for the Inspection of Highway-Rail Grade Crossing Warning System Pre-emption Interconnections with Highway Traffic Signals*. Federal Railroad Administration (FRA).
- ❖ FRA (October 1, 2010). *Federal Register Volume 75, Issue 190 - Safety Advisory 2010-02, Signal Recording Devices for Highway-Rail Grade Crossing Active Warning Systems that are Interconnected with Highway Traffic Signal Systems*. Federal Railroad Administration (FRA).
- ❖ ITE (April 2019). *Preemption of Traffic Signals Near Railroad Crossings*. Washington, DC. Institute of Transportation Engineers (ITE).
- ❖ NTSB (2003). *Collision Between Metrolink Train 210 and Ford Crew Cab, Stake Bed Truck at Highway-Rail Grade Crossing in Burbank, California, on January 6, 2003, Highway Accident Report NTSB/HAR-03/04*. Washington, DC: National Transportation Safety Board (NTSB).
- ❖ TRB (2015). *National Cooperative Highway Research Program (NCHRP), Report 812, Signal Timing Manual, Section 6.1.3.2 - Minimum Green Based on Driver Expectancy*. Transportation Research Board (TRB)
- ❖ TRB (2003). *National Cooperative Highway Research Program (NCHRP), Report 493, Evaluation of Traffic Signal Displays for Protected/Permissive Left-Turn Control*. Transportation Research Board (TRB).
- ❖ TRB (2017). *National Cooperative Highway Research Program (NCHRP), Synthesis 507, Traffic Signal Operations near Highway-Rail Grade Crossings*. Transportation Research Board (TRB).
- ❖ TTI (March 2002). *Report 1752-9, The Preempt Trap: How to Make Sure You Do Not Have One*. Texas A&M Transportation Institute (TTI).
- ❖ TXDOT (March 2009). *Form 2304 Instructions, Instructions for the Guide for Determining Time Requirements for Traffic Signal Preemption at Highway Grade Crossings*. Texas Department of Transportation (TXDOT).
- ❖ TXDOT (March 2009). *Form 2304, Guide for Determining Time Requirements for Traffic Signal Preemption at Highway Grade Crossings*. Texas Department of Transportation (TXDOT).
- ❖ USDOT–TWG (June 1, 1997). *Implementation Report of the USDOT Grade Crossing Safety Task Force*. Department of Transportation – Technical Work Group (DOT-TWG).

APPENDIX B – END NOTES

^A **Interconnection Circuits:**

The interconnection is the means by which information is shared between a grade crossing warning system and a traffic control device. While the most frequent use of an interconnection is for preemption of a traffic signal controller, other uses involve train activated advance warning beacons, illumination of blank-out signs, remote notification of a crossing occupied by a train or activation of a wayside horn.

Interconnection circuits are most commonly found as a combination of various individual control functions necessary to implement the desired preemption operation. They typically use one or more conductors in a cable to deliver the required function. However, some agencies utilize safety-critical data circuits to provide the interconnection. In some cases, these data circuits contain the vehicle and pedestrian signal status as a part of the message. This type of circuit is more commonly found where advanced monitoring or automated testing of the preemption operation is desired.

Excluding the data circuits, discrete interconnection circuits require a source of power from the traffic signal controller to operate. The power for the interconnection circuits should meet the following criteria:

- Applied energy should not exceed 28 Vac or Vdc. While many interconnection circuits have historically used 120 Vac, this presents a potential safety hazard to maintenance personnel in the railroad warning system enclosure.
- Applied energy should be from an isolated (non-grounded) source.
- Applied energy should be over-current protected, especially if a potential greater than 28 V is used.

The use of a simple 120 Vac to 24 Vac transformer or a DC power supply that incorporates a step-down transformer will satisfy the first two bullet points listed above.

The following is a listing of the most commonly encountered interconnection circuits in use. Because each grade crossing has preemption needs based on site-specific conditions, not all the circuits are used at every location. It is also possible that based on a specific need, an interconnection circuit other than those identified here may be implemented. Regardless, every circuit should be evaluated for necessity and where a special circuit is implemented, a hazard analysis should be performed to assess the failure modes and effects.

In reviewing the advance preemption circuits, three circuit types are identified, APP, AVP and AP. The actual usage is typically AP alone or AVP and APP together. Generally, the time provided by the grade crossing warning system where an AP circuit is used equals the sum of the time where an APP and AVP circuit are used. In many cases, where the preemption operation necessitates that additional time be provided for pedestrian change interval, separating the APP from AVP provides a means to maintain the AVP preemption time under the AREMA 50 second time limit for SDT – ERT.

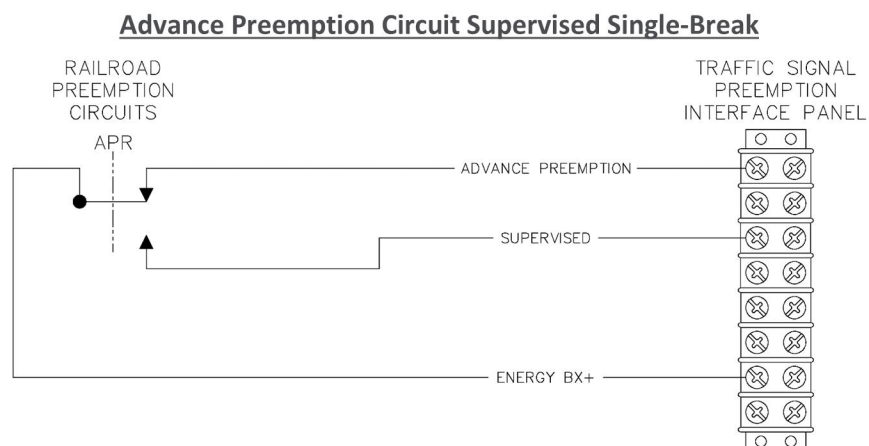
^B **Advance Preemption Circuit:**

The Advance Preemption (AP) circuit provides an input to the traffic signal controller to initiate preemption operation a calculated amount of time before activation of the grade crossing warning devices. The time between when the preempt call is made to the traffic signal controller and when the warning devices become

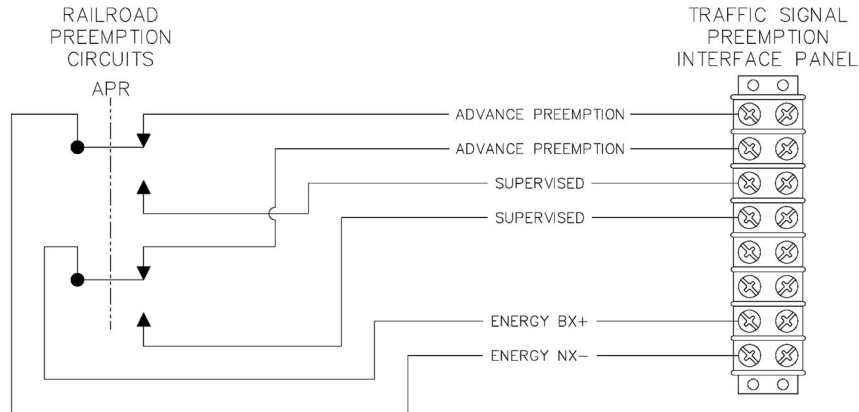
active is known as Advance Preemption Time (APT). The AP circuit is used to terminate any active non-Preemption Clearance Intervals and transition to the programmed Preemption Clearance Interval.

^c Supervised Circuit:

The supervised circuit is used to safeguard the reliability of railroad preemption activations by monitoring the integrity of the interconnection cable between the grade crossing warning system and the traffic signal system. While any interconnection circuit can include a Supervised Circuit, it is typically only implemented with the highest priority preemption interconnection circuit. The supervised circuit does not provide any operational control functions in the normal preemption sequence or timing. During railroad preemption activations, the Advance Preemption (AP) circuit or Advance Vehicle Preemption (AVP) circuit (advance preemption operation to Preemption Clearance Interval) or the crossing active circuit (simultaneous preemption operation to Preemption Clearance Interval) opens upon notification of a train approaching the crossing, while the corresponding supervised circuit closes. Under normal conditions, the supervised circuit is out-of-correspondence with its associated preemption circuit. In other words, one circuit is closed and the other is open. In the event of a failure of the interconnection cable or system, the supervised circuit will be in-correspondence with the associated preemption circuit, where both circuits are either open or both circuits are closed. The in-correspondence condition indicates that an interconnection fault has occurred to the traffic signal controller. These types of system failures can be caused by a number of differing conditions, including but not limited to, underground excavation work exposing the cable and cutting the railroad interconnect cable, loose connections in either the traffic signal cabinet interconnection system or the railroad cabinet, and potential shorted or open circuits between conductors in the interconnection cable. When a failure is indicated by the supervised circuit, the traffic signal controller must be capable of acknowledging the fault and the Agency must program the necessary response in the traffic signal controller. The programming should provide for appropriate preemption operations while also considering the need for a system inspection with the information provided by the supervised circuit. For example, with an interconnection fault indicated by the Supervised Circuit, consider serving the programmed Preemption Clearance Interval and then proceeding to an all-red flashing condition. This setting will provide a gradual transition by allowing vehicle movements to clear the tracks prior to proceeding to a state in which the Agency can be notified of a malfunction that must be addressed and repaired before the traffic signal can be restored to normal operation. The supervised circuit maybe used in both single-break and double-break configurations.



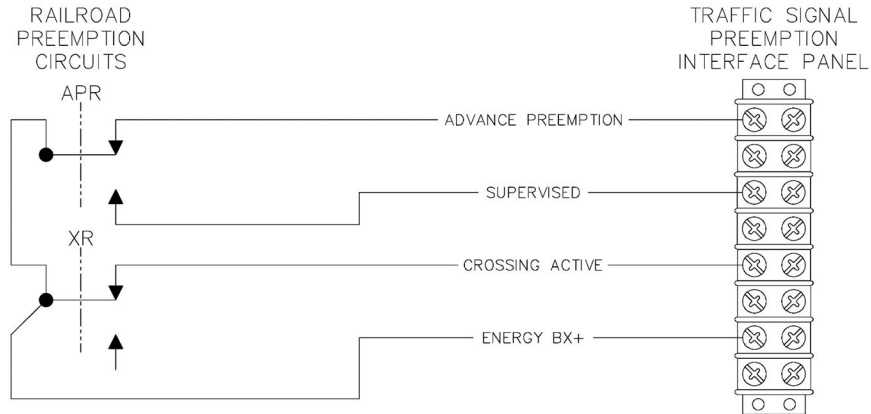
Advance Preemption Circuit Supervised Double-Break



^D Crossing Active Circuit:

The crossing active circuit, commonly referred to as the “XR” or “XC” circuit, will notify the traffic signal controller at the start of the railroad active warning system operation. The crossing active circuit is used to initiate preemption where simultaneous preemption is used. In advance preemption operation, the crossing active circuit is used to address conditions where the railroad, by nature of its operations, provides less than the calculated preemption time. Various train moves in the vicinity of the crossing may require a different preemption plan in the traffic signal controller that demands a truncated or eliminated minimum green, walk and/or pedestrian clearance time where the preemption time is shortened. The crossing active circuit can be beneficial in accommodating a train restart move or second train event if the crossing has more than one track. For example, if an approaching train stops before reaching the crossing where motion sensing circuits are in place and the train has remained stopped for approximately 20 seconds, the active warning system will recover as long as the train stops short of the island circuit. When this occurs, the gates will ascend, and the preemption call ceases in the traffic signal controller. Once the train resumes movement towards the crossing, the APT can be reduced or even eliminated since the train has already entered the approach and the warning devices will reactivate. In this situation, the traffic signal should attempt to reach the Preemption Clearance Interval in a safe but also prompt manner. Under these circumstances, the railroad operating rules regulate train movements through the crossing which commonly involves the train crew procedure of guaranteeing that the crossing is clear of vehicles and the gates are fully descended before proceeding over the crossing. The crossing active circuit is also commonly used to active blank-out signs used to restrict turns toward the grade crossing.

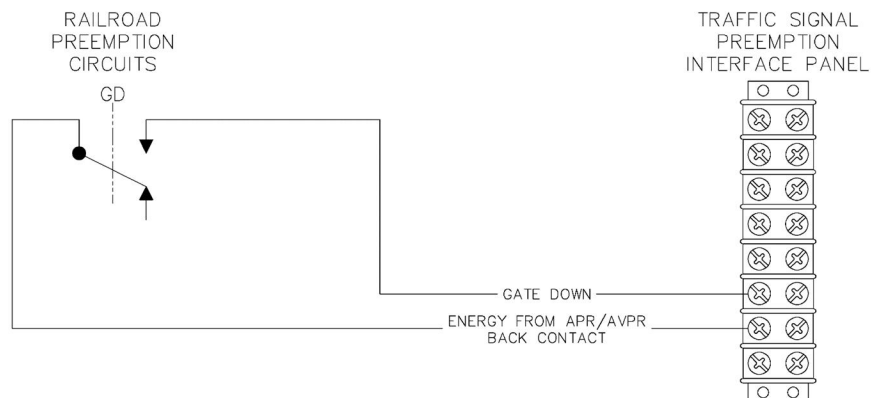
Advance Preemption Circuit Supervised Single-Break with Crossing Active Circuit



^E Gate Down Circuit:

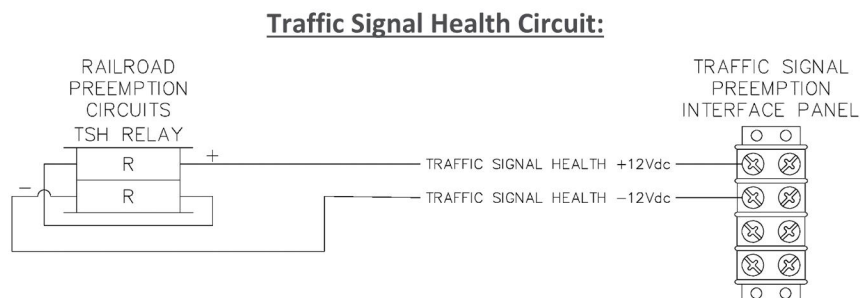
The Gate Down (GD) circuit allows the traffic signal controller to know when the automatic gates are within approximately five (5) degrees of horizontal. This will keep the Preemption Clearance Interval from terminating prior to activation of the warning system and lowering of the automatic gates. The GD circuit plays a vital role in preventing a preempt trap, which may occur following the advance preempt operations due to warning time variabilities that ultimately result in drivers queued onto the tracks (see TTI Report 1752-9). Implementing a GD circuit not only improves grade crossing safety, it also removes the need for excessive Preemption Clearance Interval and furthermore reduces delays for the non-conflicting directions of traffic. Without a GD circuit, the Preemption Clearance Interval time can be significantly longer to account for varying conditions. This could result in the Preemption Clearance Interval holding longer than expected after the gates are horizontal, frustrating drivers on all approaches to the traffic intersection.

Gate Down Circuit:



F Traffic Signal Health Circuit:

A Traffic Signal Health (TSH) circuit notifies the railroad equipment of a failure in the traffic signal control equipment. This is a 12 V dc circuit which is normally energized and fused for 500 mA. In the event the traffic signal enters a flashing state, or the signals are dark (commercial power failure, signals off manually, backup battery system depleted, etc.), this will de-energize the TSH circuit.



G Interface Methods:

When using railroad preemption interconnect circuits, additional equipment is normally required in the traffic signal cabinets. Most traffic signal cabinet manufacturers, equipment manufacturers, and/or dealers can deliver different interconnection methods dependent on the traffic signal cabinet type, controller type/brand, and requested circuits. These methods include relay panels, solid state systems, or isolator cards. The Agency should seek guidance on the types of interconnection systems and components that are available if they are not familiar with current technology.

H Preemption Clearance Interval Minimum Time:

The Preemption Clearance Interval (PCI) is the programmed minimum time and phase(s) in the preempt plan settings of the traffic signal controller that are displayed for highway users which may be stopped in the Minimum Track Clearance Distance (MTCD) and the Clear Storage Distance (CSD). While normally displayed as green indications and frequently referred to as track clearance green, the PCI may be displayed as all-red indications, or some combination of flashing and steady indications based on site specific needs.

Based on the preemption system design, the minimum time required for the PCI must be adequate for the Design Vehicle (DV) of maximum length to start in motion and clear the Minimum Track Clearance Distance (MTCD). This period of time is known as the Queue Clearance Time (QCT). In addition, the PCI time must include any Separation Time (ST) required. ST is additional time added to the QCT to permit the DV to travel beyond the MTCD before an approaching train enters the roadway.

Two different methods are used to determine the PCI based on the interconnect circuits that are installed:

Method 1 – The PCI is the calculated period of time required for the Design Vehicle of maximum length to start in motion and move clear of the Minimum Track Clearance Distance (QCT). The QCT is added to the ST and the sum of the two is the minimum PCI time. When used with Advance Preemption, a Gate Down circuit must be

provided to overcome timing variability resulting from decelerating train moves approaching the grade crossing or Right-of-Way Transfer Time variability known as a preempt trap. This is the most efficient method of implementing the PCI minimum time.

Method 2 - The PCI is based on a combination of fixed time events. This method is also known as Timing Correction. To determine the amount of time necessary, use the GREATER of two options: the QCT which is the calculated time for the design vehicle to start in motion and clear the MTCD **OR** the APT plus an additional 15 seconds (APT + 15). Any desired Separation Time should be added to the result. Timing Correction requires the use of a not-to-exceed advance preempt timer in the railroad warning system control circuits. A Gate Down circuit is not required with Timing Correction. Using Method 2, the APT plus an additional 15 seconds (APT + 15), is approximated based on the operation of the railroad warning system during a train movement. During advance preemption operations, the completion of APT is immediately followed by the activation of the railroad warning devices. From the initiation of the active warning system, it takes approximately 15 seconds from the start of the flashing-lights to the complete descent of the automatic gate arms to a horizontal position. Timing Correction shall not be used if the railroad circuitry does not include a not-to-exceed timer and the RWTT time is not considered to be the maximum value. Timing Correction is only used with Advance Preemption operation. When advance preemption operation is utilized, the recommended best practice method is to use gate down circuitry to terminate the track clearance green interval, since the APT+15 or the queue clearance time methods do not account for variations in the APT because of decelerating or accelerating trains.

^I Maximum Preemption Timer:

The maximum preemption timer operates by timing out a preemption call if in excess to the expected or calculated time and allows the traffic signal controller to exit the preemption plan. Since railroad active warning systems are designed to "fail-safe", this timer can help improve traffic signal operations under these conditions. For example, if a railroad warning system fails, the flashing light signals will stay active and the gates will remain lowered indicating to the highway users that it is not safe to use the crossing. In addition, the traffic signal continues to stay in the railroad preemption plan. By implementing a maximum preemption timer, this allows the traffic signal to exit the existing preemption plan and proceed to an all-red flash mode allowing non-conflicting traffic to move thru the intersection. It should be noted that not all traffic signal controllers have the capability to transition to an all-red flashing mode at the expiration of the built-in maximum preemption timer. Various traffic signal controllers will release the preemption call and return to normal operation which is not recommended. Some controllers are limited to a maximum preemption timer value of 255 seconds which could be short of the needed value. Internal controller logic or an external device will be needed to permit these controllers to exit to a "fail-safe" mode. Engineering judgment should be exercised when deciding the appropriate time for the maximum preemption timer. If the timer is programmed too short, the traffic signal could exit preemption to all-red flash while the train is occupying the crossing. It is recommended that the maximum preemption timer be programmed to a value greater than to two times the longest average train movement, including any switching movements.

^J Preemption Operation and Maintenance Program:

To conform with the FRA Safety Advisory 2010-02, the Agency and the Railroad should establish a joint program to annually perform an operational test of the preemption system.

At a minimum the program should:

1. Ensure that no changes have been made to the traffic signal, grade crossing, active warning system, or roadway that would alter operations of the highway grade crossing system or traffic signal from the approved and agreed upon design.
2. Review any recorder logs (where available) to ensure correct operation.
3. Perform a test of the of the system when undergoing the maximum right-of-way transfer time.
4. Representatives from the both the traffic agency and railroad should be accounted for at the joint inspection and test.

During traffic signal failure, the Agency should establish a plan of interim procedures until system issues can be addressed:

1. If the traffic signal is dark due to power loss/manual operation or in a flashing mode, notify the Railroad and provide flagger and/or law enforcement to monitor the grade crossing and ensure that highway users safely travel over the tracks.
2. The Agency should inform the Railroad when the traffic signal has been returned to normal operation.

Contact the Railroad when any changes are made to the traffic signal, roadway geometry, or preemption system. (See MUTCD 2009 Second Edition, Section 8A.02 Paragraph 6)

The Railroad must be notified by the Agency if a joint test will be conducted on the railroad preemption system. If traffic density changes occur downstream of the crossing due to a lane closure or a high traffic volume event which could cause queueing onto the crossing, the railroad should be contacted, and the Agency should provide flagging or a temporary traffic control plan. (See MUTCD 2009 Second Edition, Section 8A.08 for additional Information.)

APPENDIX C – PREEMPTION CALCULATION FORM



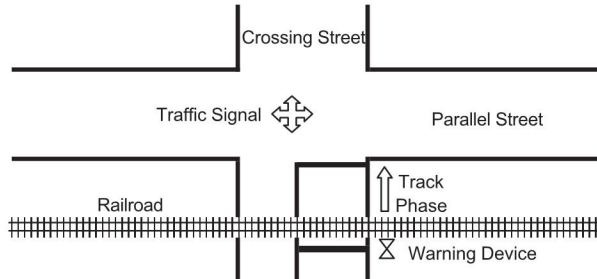
GUIDE FOR DETERMINING TIME REQUIREMENTS FOR TRAFFIC SIGNAL PREEMPTION AT HIGHWAY RAIL GRADE CROSSINGS

City AR, Fayetteville
County Washington
District 4

Date 06/17/2022
Completed by Benesch - Ft Worth
District Approval _____



Show North Arrow



Parallel Street Name
Razorback Rd

Crossing Street Name
SH 16 (W 15th St)

Railroad A&M Railroad
Crossing DOT# 667203Y

Railroad Contact Jeremy Houchin
Phone (479) 790-0647

SECTION 1: RIGHT-OF-WAY TRANSFER TIME CALCULATION

Preempt verification and response time

1. Preempt delay time (seconds)1.
2. Controller response time to preempt (seconds)2.
3. Preempt verification and response time (seconds): add lines 1 and 23.

Remarks

McCain ATC eX2, Omni eX
Controller type: _____

Worst-case conflicting vehicle time

4. Worst-case conflicting vehicle phase number4.
5. Minimum green time during right-of-way transfer (seconds)5.
6. Other green time during right-of-way transfer (seconds)6.
7. Yellow change time (seconds)7.
8. Red clearance time (seconds)8.
9. Worst-case conflicting vehicle time (seconds): add lines 5 through 89.

Remarks

Worst-case conflicting pedestrian time

10. Worst-case conflicting pedestrian phase number.....10.
11. Minimum walk time during right-of-way transfer (seconds)11.
12. Pedestrian clearance time during right-of-way transfer (seconds)12.
13. Vehicle yellow change time, if not included on line 12 (seconds)13.
14. Vehicle red clearance time, if not included on line 12 (seconds)14.
15. Worst-case conflicting pedestrian time (seconds): add lines 11 through 1415.

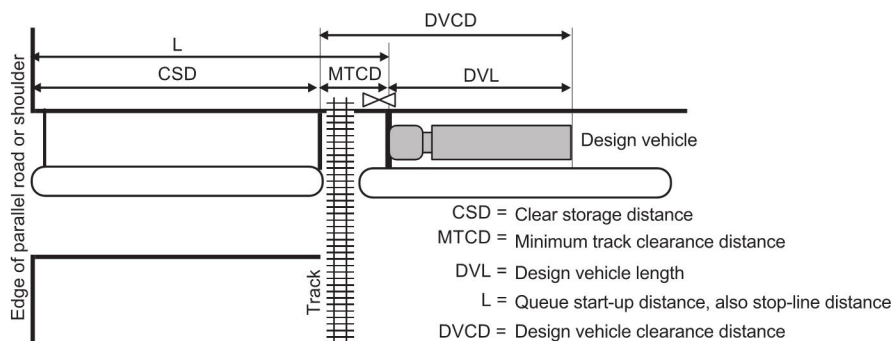
Remarks

Pedestrians omitted per
conference call with City on
3/10/2021

Worst-case conflicting vehicle or pedestrian time

16. Worst-case conflicting vehicle or pedestrian time (seconds): maximum of lines 9 and 15.....16.
17. Right-of-way transfer time (seconds): add lines 3 and 1617.

SECTION 2: QUEUE CLEARANCE TIME CALCULATION



Remarks

18. Clear storage distance (CSD, feet)18. 166
19. Minimum track clearance distance (MTCD, feet)19. 38
20. Design vehicle length (DVL, feet)20. 75
- Design vehicle type: Tractor-trailer

21. Queue start-up distance, L (feet): add lines 18 and 19 21. 204

Remarks

22. Time required for design vehicle to start moving (seconds): calculate as $2 + (L + 20)$ 22. 12.2 Line 24-Grade <1.5%

23. Design vehicle clearance distance, DVCD (feet): add lines 19 and 2023. 113

24. Time for design vehicle to accelerate through the DVCD (seconds) 24. 14.8 Read from Figure 2 in Instructions.

25. Queue clearance time (seconds): add lines 22 and 24 25. 27.0

SECTION 3: MAXIMUM PREEMPTION TIME CALCULATION

Remarks

26. Right-of-way transfer time (seconds): line 17 26. 13.3
27. Queue clearance time (seconds): line 25 27. 27.0
28. Desired minimum separation time (seconds) 28. 4.0

29. Maximum preemption time (seconds): add lines 26 through 28 29. 44.3

SECTION 4: SUFFICIENT WARNING TIME CHECK

Remarks

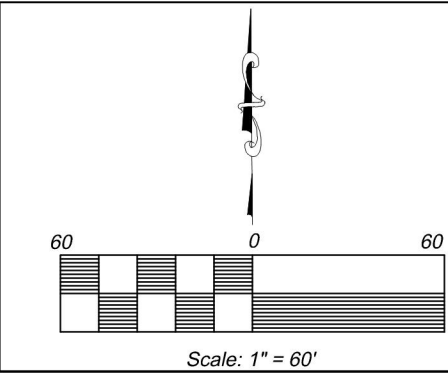
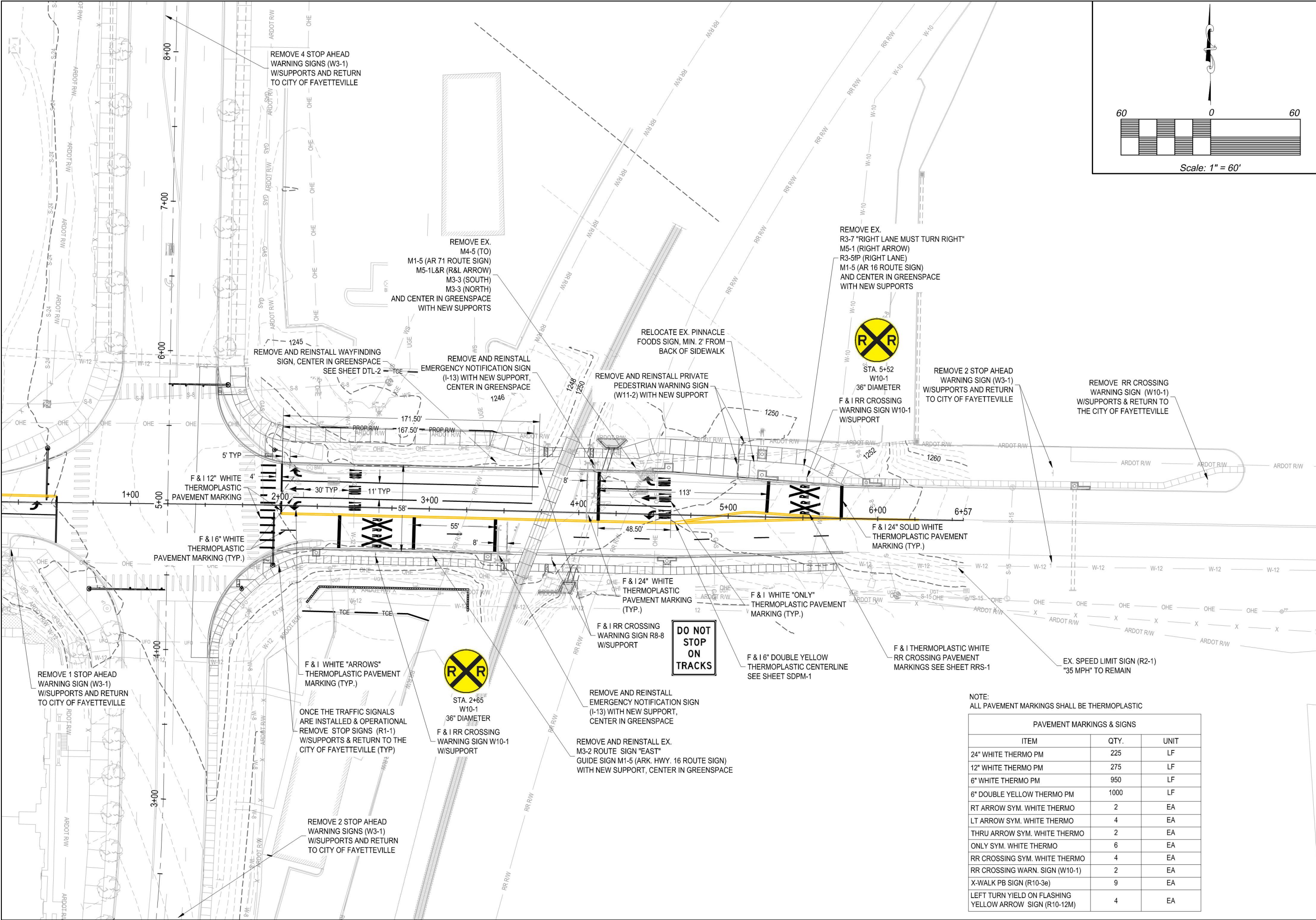
30. Required minimum time, MT (seconds): per regulations30. 20
31. Clearance time, CT (seconds): get from railroad31. 1
32. Minimum warning time, MWT (seconds): add lines32. 21 Excludes buffer time (BT)
33. Advance preemption time, APT, if provided (seconds): get from railroad 33. 0

34. Warning time provided by the railroad (seconds): add lines 32 and 3334. 21

35. Additional warning time required from railroad (seconds): subtract line 34 from line 29, round up to nearest full second, enter 0 if less than 0 35. 24

If the additional warning time required (line 35) is greater than zero, additional warning time has to be requested from the railroad. Alternatively, the maximum preemption time (line 29) may be decreased after performing an engineering study to investigate the possibility of reducing the values on lines 1, 5, 6, 7, 8, 11, 12, 13 and 14.

Remarks: _____



SURVEYED BY: DD

DRAWN BY: MB

DESIGNED BY: MC

RAZORBACK RD. (HWY 112) & 15TH ST. (HWY 16) INTERSECTION IMPROVEMENTS PAVEMENT MARKING & SIGNAGE PLAN EAST LEG

TITLE:

REVISED

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 20424
MATTHEW D. CASEY

CITY OF
FAYETTEVILLE
ARKANSAS

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701

DATE: Nov 08, 2021

SHEET: PM-1

DRAWING: Razorback & 15th Traffic Signal Proposed Base Map

NOTE:
ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC

PAVEMENT MARKINGS & SIGNS		
ITEM	QTY.	UNIT
24" WHITE THERMO PM	225	LF
12" WHITE THERMO PM	275	LF
6" WHITE THERMO PM	950	LF
6" DOUBLE YELLOW THERMO PM	1000	LF
RT ARROW SYM. WHITE THERMO	2	EA
LT ARROW SYM. WHITE THERMO	4	EA
THRU ARROW SYM. WHITE THERMO	2	EA
ONLY SYM. WHITE THERMO	6	EA
RR CROSSING SYM. WHITE THERMO	4	EA
RR CROSSING WARN. SIGN (W10-1)	2	EA
X-WALK PB SIGN (R10-3e)	9	EA
LEFT TURN YIELD ON FLASHING YELLOW ARROW SIGN (R10-12M)	4	EA

Budget Year	Division	Adjustment Number
2022	ENGINEERING (621)	
	/Org2	
	Requestor: Matt Casey	

Staff recommends approval of a Railroad Crossing Agreement with the Arkansas and Missouri Railroad (AMRR) in the amount of \$839,774.60 for the modifications required for the Razorback Rd. and 15th St. Intersection Project, approval of a project contingency of \$80,000.00, and approval of a budget adjustment.

	COUNCIL DATE:	10/4/2022
	LEGISTAR FILE ID#:	2022-0884
	<i>Holly Black</i> 9/15/2022 1:35 PM	
	Budget Director	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	10/4/2022
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **BENCHMARK CONSTRUCTION COMPANY OF NWA, INC. (CHANGE ORDER #1):**

RECOMMENDATION:

Staff recommends approval of Change Order 1 with Benchmark Construction for the College Avenue Improvements Project (North to Sycamore), which will increase the contract amount by \$537,471.41 and extend the contract time by 60 days and approval of a budget adjustment.

BACKGROUND:

The School Avenue and College Avenue corridors serve as major north-south routes through the central part of the City and are major commercial and retail destinations. Maintaining and improving these corridors will allow them to continue serving mobility needs and developing/redeveloping as commercial corridors.

Improvements to these corridors will include striping, widening and/or narrowing of the roadway, utility relocation, sidewalk/trail installation, accommodations for transit systems, elimination or reconfiguration of driveways, modification to traffic signals, medians, and other corridor improvements identified during the design process.

The starting point for corridor designs was the 71B Corridor Plan completed by RDG Planning. Goals and aspirations of the Plan will be implemented to the greatest extent possible through the limits of the project segments selected for design and construction, which include College Avenue between North Street and Township Street, and School Avenue between Martin Luther King Jr. Boulevard and Cato Springs Road.

In December 2021, the City Council approved a design contract with Garver, LLC for the detailed design of this project from North Street to Sycamore Street.

In addition to the transportation improvements, a new water main along this corridor is included in the construction contract. Plans for the water main were prepared by McClelland Consulting Engineers.

On August 25, 2021, the Northwest Arkansas Regional Planning Commission (NWARPC) awarded this project \$1,500,000 from the FFY 2022 STBGP-A (Surface Transportation Block Grant Program-Attributable). This federal aid program is administered through the NWARPC.

In November 2021, the City of Fayetteville and ARDOT signed a supplemental agreement combining the \$1,500,000 in STBGP-A funds with funds from the 2019 agreement of understanding for Job 040746 (Truckers Drive – Howard Nickell Road and Highway 71B Improvements), which allocated \$1,500,000 for improvements

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

to Highway 71B.

On August 24, 2022, the NWARPC awarded the project an additional \$1,800,000 from the FFY 2022 STBGP-A, bringing the total federal aid to \$4,800,000.

At the August 6, 2024, City Council meeting, the Council approved a contract with Benchmark Construction for this project. Unfortunately, we were unable to receive concurrence of award from ARDOT for the contract. The previous bid did not meet the Disadvantaged Business Enterprise (DBE) goal for the project. ARDOT has since reevaluated and reduced the DBE goal from 11% to 6% for the re-bid.

At the December 17, 2024, City Council meeting, the Council approved a new contract with Benchmark Construction. This contract received ARDOT approval, and construction is currently underway. Construction began in February 2025 and is scheduled for completion in January 2026.

DISCUSSION:

After starting construction of the water and sewer lines for the project, City staff discovered that the bid for the utilities did not include an adequate quantity for permanent pavement repair. The permanent pavement repair includes a 6" thick concrete slab with a 3" cap of asphalt. This type of repair is necessary to prevent settlement along the trench line for the water and sewer mains, which is especially important since the trench is along one of the inner lanes of College Avenue.

This change order increases the permanent pavement repair quantity to cover the necessary construction. With the increased pavement repair, it is expected that additional time will be required for the contractor to perform the work. The contractor is charged daily for the traffic control measures installed to protect workers and drivers along the project corridor. An additional 60 days of traffic control is included in the change order to cover this expense if necessary.

Lastly, with the increase in the contract amount, the bonding is required to be increased. The bonding increase will include this change order plus the contingency amount previously approved by Council.

BUDGET/STAFF IMPACT:

Water and Sewer Line Improvement Funds will be used for the pavement repair and traffic control for this change order (\$500,869.20). The increase in bond amount to cover the project contingency will be paid for using the Transportation Bond Funds (\$36,602.21).

ACCOUNT	PROJECT	AMOUNT
4702.860.7221-5809.00	46020.7221.1020	\$36,602.21
5400.860.5600-5808.00	11011.2019.7221	\$500,869.20

ATTACHMENTS: SRF (#3) , BA (#4), Change Order #1 (#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 #: 2025-499

BENCHMARK CONSTRUCTION COMPANY OF NWA, INC. (CHANGE ORDER #1):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BENCHMARK CONSTRUCTION COMPANY OF NWA, INC. IN THE AMOUNT OF \$537,471.41 FOR THE COLLEGE AVENUE IMPROVEMENTS PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on August 6, 2024, City Council approved a contract with Benchmark Construction for a portion of the College Avenue Improvements Project between North Street and Sycamore Street, but the City was unable to receive concurrence of award from ARDOT for the contract; and

WHEREAS, on December 17, 2024, City Council approved a new contract with Benchmark Construction and received ARDOT approval; and

WHEREAS, after starting construction of the water and sewer lines for the project, City staff discovered that the bid for the utilities did not include an adequate quantity for permanent pavement repair and this change order increases the permanent pavement repair quantity to cover the necessary construction, extends traffic control by 60 days, and increases the bond amount.

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 Change Order No. 1 to the contract with Benchmark Construction Company of NWA, Inc. in the amount of \$537,471.41 for the College Avenue Improvements Project. A copy of Change Order No. 1 is attached to this Resolution and made a part hereof.

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

2025-499

Item ID

5/6/2025

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

Matt Casey

4/11/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Change Order 1 with Benchmark Construction for the College Avenue Improvements Project (North to Sycamore), which will increase the contract amount by \$537,471.41 and extend the contract time by 60 days and approval of a budget adjustment.

Budget Impact:

4702.860.7221-5809.00

Street Projects 2022 Bonds

5400.860.5600-5808.00

Water and Sewer

Account Number

Fund

46020.7221.1020

Hwy 71B Corridor - North to Township

11011.2019.7221

Water & Sewer Relocations - Bond Projects

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 10,861,857.00

Expenses (Actual+Encum)

\$ 9,021,218.26

Available Budget

\$ 1,840,638.74

Does item have a direct cost? Yes

Item Cost

\$ 537,471.41

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 537,473.00

Remaining Budget

\$ 1,840,640.33

V20221130

Purchase Order Number: 2025-00000241

Previous Ordinance or Resolution # 311-24

Change Order Number: 1

Approval Date:

Original Contract Number: 2024-00000041

Comments:

Budget Year	Division	Adjustment Number
2025	ENGINEERING (621) /Org2 Requestor: Matt Casey	

Staff recommends approval of Change Order 1 with Benchmark Construction for the College Avenue Improvements Project (North to Sycamore), which will increase the contract amount by \$537,471.41 and extend the contract time by 60 days and approval of a budget adjustment.

COUNCIL DATE:	5/6/2025
ITEM ID#:	2025-499
Holly Black	
4/14/2025 11:24 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

v.2025411



CHANGE ORDER

Contract Title: College Ave. Improvements (North to Sycamore)

Change Order No. 1 Date of Issuance April 1, 2025

To Contractor: Benchmark Construction Company of NWA, Inc. ORDINANCE/RESOLUTION:311-24
The Contract is changed as follows: Effective December 27, 2024

	Bid	Bid	Previous	Unit	Contract	Revised	Revised	Original	Revised
Contract	Item	Item	Estimated	of	Unit	Estimated	Unit	Estimated	Estimated
Changes	No.	Description	Quantity	Measure	Price	Quantity	Price	Cost	Cost
	1.2	Insurance and Bonding	1	LS	\$231,838.00	1	\$268,440.21	\$ 231,838.00	\$268,440.21
	1.136	Traffic Control and Maintenance (Beyond 4-Month Waterline Installation)	0	Day	\$0.00	60	\$1,740.17	\$ -	\$104,410.20
	2.37	Permanent Pavement Repair	350	SY	\$170.52	2675	\$170.52	59,682.00	\$456,141.00
Summation of Cost								291,520.00	\$828,991.41
Net Cost for this Change Order									\$537,471.41

Not valid until signed by the Owner		
The original Contract Price was		\$ 8,693,634.49
Net change by previously authorized change orders		\$ -
The Contract Price prior to this Change Order was		\$ 8,693,634.49
The Contract Price will be adjusted by		\$537,471.41
The new Contract Price including this Change Order will be		\$ 9,231,105.90
The Contract Time(s) will be increased by	60	calendar days
Required dates of Completion as of the date of this Change Order therefore are:		
Substantial Completion		19-Feb-26
Final Completion		21-Mar-26

NOTE: This summary does not reflect changes in the Contract Price or Time(s) which have been authorized by Work Change Directives not incorporated in this or previous Change Orders.

BENCHMARK CONSTRUCTION COMPANY OF NWA, INC.

CITY OF FAYETTEVILLE

BY Stephen Smith DATE April 1, 2025

BY DATE



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **LEWIS FORD (PURCHASE AGREEMENT)**

RECOMMENDATION:

RECOMMEND COUNCIL APPROVAL OF TWO (2) FORD MAVERICKS FROM LEWIS FORD INC OF FAYETTEVILLE FOR \$56,150 PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE IN ACCORDANCE TO ORDINANCE 6491.

BACKGROUND:

Resolution 61-25 approved (2) expansion units for the Engineering Division (2317 - ENGR_F010, 2318 - ENGR_F009).

DISCUSSION:

Fayetteville's growth has led to many visible impacts, from changes in traffic flows and newly built subdivisions, to modified infrastructure and new businesses. This change has led to an increase in work volume for city staff associated with managing growth, upholding city ordinances and community safety. Additional expansion units have been required to meet the increase in demand.

BUDGET/STAFF IMPACT:

Both these units came in under budget. These units were unanimously approved at the April 8th Equipment Committee.

ATTACHMENTS: SRF (#3) , Vehicle Purchase Ordinance (#4), Maverick Request for Quotes (#5), Lewis - \$28,075.00 (#6), Lewis - \$28,075.00 (#7), Randall Ford - \$28,427.45 (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-518

LEWIS FORD (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO FORD MAVERICKS FROM LEWIS FORD IN THE TOTAL AMOUNT OF \$56,150.00, PLUS ANY APPLICABLE TAXES, SURCHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE PURSUANT TO ORDINANCE 6491

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two Ford Mavericks from Lewis Ford Inc. in the total amount of \$56,150.00, plus any applicable taxes, surcharges, and delivery fees up to 10% of the original purchase price pursuant to Ordinance 6491.

City of Fayetteville Staff Review Form

2025-518

Item ID

5/6/2025

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

Ross Jackson

4/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND COUNCIL APPROVAL OF TWO (2) FORD MAVERICKS FROM LEWIS FORD INC OF FAYETTEVILLE FOR \$56,150 PLUS ANY ADDITIONAL TAXES, SURCHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE IN ACCORDANCE TO ORDINANCE 6491. EXPANSION UNITS TO BE UNITS 2317 (ENGR_F010) AND 2318 (ENGR_F009).

Budget Impact:

9700.770.1920-5802.00

FLEET

Account Number

Fund

02078.2025

Light/ Medium Utility Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 956,957.00

Expenses (Actual+Encum)

\$ 685,258.63

Available Budget

\$ 271,698.37

Does item have a direct cost? Yes

Item Cost

\$ 56,150.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 215,548.37

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

McGaugh, Les

From: Bolinger, Chuck <CBolinger@penskeautomotive.com>
Sent: Friday, May 20, 2022 9:07 AM
To: McGaugh, Les
Subject: FW: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

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

Well not good news

Thanks

Chuck Bolinger

From: Robert E. Wheeler <robert.e.wheeler@gm.com>
Sent: Friday, May 20, 2022 8:29 AM
Subject: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

WARNING: This is from an **EXTERNAL** source. Please exercise caution opening attachments or clicking links and forward suspicious emails with the PhishAlarm button or emailing itssecurity@penskeautomotive.com

Immediate 2023MY Order Cutoff for all fleet order types for the following select vehicle lines and all models:

- Cadillac CT5
- Cadillac Escalade ESC
- Cadillac Escalade ESV
- Buick Enclave
- Chevrolet Tahoe
- Chevrolet PPV
- Chevrolet Suburban

Orders placed today, May 20, 2022 are at risk of cancellation.

Please contact your Customer Support Representative or 800-FLEET-OP if you have questions or concerns.

Don Kaiser
Manager- Customer Support Team

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is

included in this message.

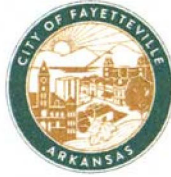
Confidentiality Note: This message is intended only for the person or entity to which it is addressed. It may contain confidential and/or privileged material. Any review, transmission, dissemination or other use, or taking of any action in reliance upon this message by persons or entities other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please contact the sender and delete it from your computer.



Penske Automotive Group and its subsidiaries will never sell or rent your email address in violation of applicable laws. To Opt-Out of future communications or to manage your information with us, click <http://optout.penskeautomotive.com> and inform us of the opt-out or change. Alternatively, you may send your written request to:

Penske Automotive Group
E-Commerce Department
2555 Telegraph Road, Bloomfield Hills, MI 48302.

This email and any files transmitted with it are confidential and intended solely for use of the individual or entity to whom they are addressed. Please delete all copies if you are not the intended recipient.



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

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:



Lioneld Jordan, Mayor

Attest:



Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0718

Agenda Date: 10/5/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

Fleet Vehicle Quotes



Jackson, Ross

To Jackson, Ross

Bcc Jackson, Ross; Voden, Chelsey; Patrick Harrington; CJ Mitchell; Jeff Lee

↩ Reply

↩ Reply All

→ Forward

⋮

Wed 3/12/2025 3:34 PM

 image000002.JPG
206 KB

 FINAL WS CV Front.jpg
315 KB

 FINAL WS CV Passenger Side.jpg
263 KB

 FINAL WS CV Rear.jpg
260 KB

 IMG_2217.jpg
2 MB

 IMG_2219.jpg
2 MB

Good afternoon,

The City of Fayetteville Fleet Operations Division is looking to get quotes on the below listed items. Please provide a quote by Wednesday 03/19/25 by 3:30pm. If the quotes are not received by this date and time, they will be considered “NON-RESPONSIVE.” **All Quotes shall have the FORD FIN/FAN# QC689 code on the quote and corresponding discount applied.** These items will be brought to City Council in April.

- (Quantity 2) Ford Mavericks – Base Model, 2WD, Crew Cab, White, base model highway tires and factory wheels, Hybrid desired if options in 2WD
- Ford F550 **(See all attached pictures)**
 - White in color
 - Crew Cab
 - Diesel Engine
 - 4x4
 - 180" (179.8") wheelbase similar to the F550's we have purchased
 - vinyl floors
 - 9' Knapheide Utility body similar to the Model 6132D54-2-M except for length, Steel body with universal locking bar on both sides, interior box lights in every door with passenger side front aluminum mechanics drawers similar to provided pics
 - (2) roof or lumbar rack mounted amber beacons
 - 20,000 lb. minimum class 5 hitch with 2-1/2" 3,000 lb. tongue weight minimum pintle hitch receiver. Hitch shall be bolted on with minimum of (8) grade-8 bolts into the body and frame on each side of the hitch, no welds
 - Tow Package with Trailer Brake Controller
 - Holeman Lumbar Rack
 - Headache Rack
 - Nerf bars
 - Whelen Vertex lights installed in similar locations to pictures that are provided above on the CV515; (8) VTX9F amber/white strobes with VTXFB mounting flanges to operate off OEM upfitter switches with Knapheide rear tail lights wired to strobe as well with activation off the Whelen Strobes
 - 100 gallon fuel tank mounted inside utility body bed up against the cab – labeled Diesel Fuel
 - 20'-25' retractable hose reel mounted to the passenger side of the utility with diesel nozzle
 - note added to quote **EXP TRAN_F137**

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 03/20/2025



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 03/20/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

The Maverick is priced with concession pricing ETA 3-4 months.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Vehicle turning radius: 20.0'
- Rear track: 62.8"
- Total passenger volume: 100.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 35.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,010 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Front track: 63.4"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Horsepower: 162 HP@5600 RPM
- Radiator
- Auto stop-start engine
- CVT
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP
- Injection Type: sequential MPI
- Torque: 155 lb.-ft.@4000 RPM
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler
- 191.0 hybrid net horsepower

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Electric additional fuel types
- LEV3-SULEV30 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Semi-independent rear suspension
- Torsion beam rear suspension
- Electric power-assist steering system
- Driver selectable steering effort
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black rear window trim
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Power fuel door release
- Front beverage holders
- 12 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Fixed rear windshield
- Standard glove box
- 1 seatback storage pocket
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Cabin air filter
- Voice-activated climate control
- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Fixed rear head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM/satellite
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Wireless audio streaming
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- External memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Driver information center
- Electric power/regeneration gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Fixed interval front windshield wipers
- Front reading lights
- LED daytime running lights

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

- High mounted center stop light
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device mirroring
- FordPass Connect 5G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 3 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Lane-Keeping Aid
- Pre-Collision Assist with Pedestrian Detection
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- External acoustic pedestrian alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

General Weights

Curb weight 3,685 lbs. GVWR 5,230 lbs.

Trailing Weights

Conventional capacity 2,000 lbs. GCWR 6,010 lbs.

Off Road

Min ground clearance 8.3" Loading floor height 30.1 "

Approach angle 20.6 Departure angle 21.9

Exterior Measurements

Vehicle body length 199.7" Vehicle body width 72.6"

Vehicle body height 68.7" Wheelbase 121.1"

Cargo box length 54.4" Cargo box min width 42.6"

Cargo box volume 33.3 cu.ft. Pickup box depth 20.3"

Cargo box max width 53.3" Cargo box max length 72.0"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 550

Selected Equip & Specs (cont'd)

Cargo box tailgate width	49.8"	Cargo box length feet	4.5
Front track	63.4"	Rear track	62.8"
Vehicle turning radius	20.0'	Front bumper to back of cab	137.6"

Interior Volume

Total passenger volume	100.3 cu.ft.
------------------------------	--------------

Headroom

Headroom first-row	40.3"	Headroom second-row	39.6"
--------------------------	-------	---------------------------	-------

Legroom

Leg room first-row	42.8"	Leg room second-row	35.9"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	57.3"	Shoulder room second-row	55.6"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	55.4"	Hip room second-row	54.1"
--------------------------	-------	---------------------------	-------

Powertrain**Engine**

Engine 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP	Valves per cylinder	4
Engine cylinders I-4	Injection type	sequential MPI
Engine location Front mounted engine	Ignition	Spark ignition system
Engine mounting direction Transverse mounted engine	Engine block material	Aluminum engine block
Cylinder head material Aluminum cylinder head		

Engine Specs

Displacement	2.5L	cc	151.8 cu.in.
Bore	3.5"	Stroke	3.94"
Compression ratio	13.0	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	162 HP@5600 RPM	Torque	155 lb.-ft.@4000 RPM
------------------	-----------------	--------------	----------------------

Alternator

Alternator amps	150A	Alternator type	Regenerative alternator
-----------------------	------	-----------------------	-------------------------

Battery

Battery amps	45Ah	Battery type	Lead acid battery
Battery rating	390CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Starter	Hybrid electric motor starter
----------------	----------	---------------	-------------------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Start-stop engine	Auto stop-start engine	Drivetrain selectable	Driver selectable drivetrain mode
<i>Transmission</i>			
Transmission	CVT	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
Selectable mode transmission	Selectable mode transmission		
<i>Drive Type</i>			
Drive type	Front-wheel drive		
<i>Drivetrain</i>			
Axle ratio	2.91		
<i>Exhaust</i>			
Tailpipe	Stainless steel single exhaust		
<i>Fuel</i>			
Fuel type	regular unleaded		
<i>Fuel Tank</i>			
Capless fuel filler	Easy Fuel capless fuel filler	Fuel tank capacity	13.79 gal.
<i>Drive Feature</i>			
Traction control	All-speed ABS and driveline traction control		
<i>Electric Powertrain</i>			
Hybrid net horsepower	191.0 hybrid net horsepower	Electric motor output	126 HP electric motor output
Electric motor output	173 ft.-lbs electric motor output	Number of electric motors	1
Electric powertrain	HEV (hybrid electric vehicle)	Electric motor 1 location	Front electric motor location
<i>Electric Vehicle Battery Pack</i>			
Traction battery type	lithium ion (Li-ion)	Gross traction battery capacity	1.1 kWh gross traction battery capacity

Fuel Economy and Emissions

<i>Fuel Economy</i>			
Secondary fuel type	Gasoline secondary fuel type		
<i>Emissions</i>			
Emissions	LEV3-SULEV30 emissions	Emissions tiers	Tier 3 Bin 30 emissions
<i>Fuel Economy (Alternate 1)</i>			
Additional fuel types	Electric additional fuel types		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Gas-pressurized front shock absorbers
Rear shock absorbers	Gas-pressurized rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
-------------------	-------------------	---------------------	---------------------

Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Strut front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
-----------------------	-----------------------	---------------	--------------------

Rear Spring

Springs rear	Rear coil springs	Rear springs	Regular grade rear springs
--------------	-------------------	--------------	----------------------------

Rear Suspension

Rear anti-roll	Rear anti-roll bar	Suspension type rear	Torsion beam rear suspension
Suspension ride type rear	Semi-independent rear suspension		

Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Driver selectable steering effort	Driver selectable steering effort
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 550

Selected Equip & Specs (cont'd)

Front wheels diameter 17" Front wheels width 7"

Rear Wheels

Rear wheels diameter 17" Rear wheels width 7"

Front And Rear Wheels

Appearance silver Material steel

Front Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Rear Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Body Exterior**Trailer**

Towing trailer sway Trailer sway control

Exterior Features

Box style	Standard style pickup box	Number of doors	4 doors
* License plate front bracket	Front license plate bracket		

Body

Body panels Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire Compact spare tire with steel wheel Spare tire location Crank-down spare tire

Wheels

Wheel covers Wheel hub covers

Convenience**Door Locks**

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors
Tailgate control	Manual tailgate/rear door lock		

Cruise Control

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror .. Day/Night rearview mirror

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console Floor console storage .. Covered floor console storage

Overhead Console

Overhead console Mini overhead console Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror Visor passenger expandable coverage Passenger visor with expandable coverage

Power Outlets

12V power outlets 1 12V power outlet

Pedals

Driver foot rest Driver foot rest

Remote Releases

Fuel door Power fuel door release

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins Door bins rear Rear door bins
Number of beverage holders 12 beverage holders Beverage holders Front beverage holders
Beverage holders rear Rear beverage holders Glove box Standard glove box
Instrument panel storage Instrument panel bin Dashboard storage Dashboard storage
Seatback storage pockets .. 1 seatback storage pocket Under seat tray rear Rear under seat tray

Windows Feature

One-touch down window Driver one-touch down window

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer

Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

Climate control Automatic climate control

Voice activated climate control Voice-activated climate control

Cabin air filter Cabin air filter

Rear under seat ductsRear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Coloured door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor mats Carpet front floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic. Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional controls

Height adjustable driver seat Manual height adjustable driver seat

Driver seat fore/aft control. Manual driver seat fore/aft control

Passenger seat directionFront passenger seat with 4-way directional controls

Split front seats Bucket front seats

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Front head restraint control Manual front seat head restraint control
Reclining driver seat Manual reclining driver seat

Armrests front center Front seat center armrest

Rear Seats

Bench seats Rear bench seat
Folding second-row seats Full folding rear seats
Rear seat folding position Fold forward rear seatback
Number of rear head restraints 3 rear seat head restraints

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat
Rear head restraints Fixed rear head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Other interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display
Primary display size 13.2 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory External memory control
RDS Radio data system (RDS)

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Coloured instrument panel insert

Instrumentation

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Trip odometer Trip odometer

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer

Driver information center Driver information center

Compass Compass

Instrumentation Gauges

Electric power regeneration gauge Electric power/regeneration gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Headlights on reminder Headlights on reminder

Bulb warning Bulb failure warning

Trunk warning Rear cargo ajar warning

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights

Auto headlightsAutolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Fixed interval front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Lights

Running lights LED daytime running lights

Instrumentation display Digital/analog instrumentation display

Temperature display Exterior temperature display

Clock In-radio display clock

Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning

Battery charge warning Battery charge warning

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Intelligent Oil-Life Monitor service interval indicator

Headlight type Reflector headlights

Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Variable panel light Variable instrument panel light

Interior courtesy lights Fade interior courtesy lights

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

High mount stop light High mounted center stop light Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity Smart device integration Apple CarPlay/Android Auto smart device mirroring
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 3 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag Number of airbags 7 airbags
Front impact airbag passenger Passenger front impact airbag Knee airbag Driver side knee airbag
Front side impact airbag driver Seat mounted side impact driver airbag Front side impact airbag passenger Seat mounted side impact front passenger airbag
Occupancy sensor Airbag occupancy sensor Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt Height adjustable seatbelts Front height adjustable seatbelts
Seatbelt pretensioners Front and rear seatbelt pretensioners Seatbelt pretensioners number 4 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane-Keeping Aid Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
Pedestrian detection Pre-Collision Assist with Pedestrian Detection External acoustic pedestrian alert External acoustic pedestrian alert

Cameras

Rear camera Rear mounted camera

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control system
with anti-rollover

Occupant Safety

Child door locks . . Manual rear child safety door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W8A	Base Vehicle Price (W8A)	\$26,995.00
Packages		
100A	Equipment Group 100A	N/C
Powertrain		
993	Engine: 2.5L Hybrid	Included
44E	Transmission: Automatic Continuous Variable (CVT)	Included
STDAX	2.91 Axle Ratio	Included
STDGV	GVWR: 5,230 lbs	Included
Wheels & Tires		
STDTR	Tires: P225/65R17 A/S BSW	Included
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
Seats & Seat Trim		
9	Front Cloth Bucket Seats	Included
Other Options		
121WB	121" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included
153	Front License Plate Bracket	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

As Configured Vehicle (cont'd)

Code	Description	MSRP
YZ_01	Oxford White	N/C
Interior Color		
9W_03	Black Onyx/Dark Slate w/Front Cloth Bucket Seats	N/C
SUBTOTAL		\$26,995.00
Destination Charge		\$1,595.00
TOTAL		\$28,590.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

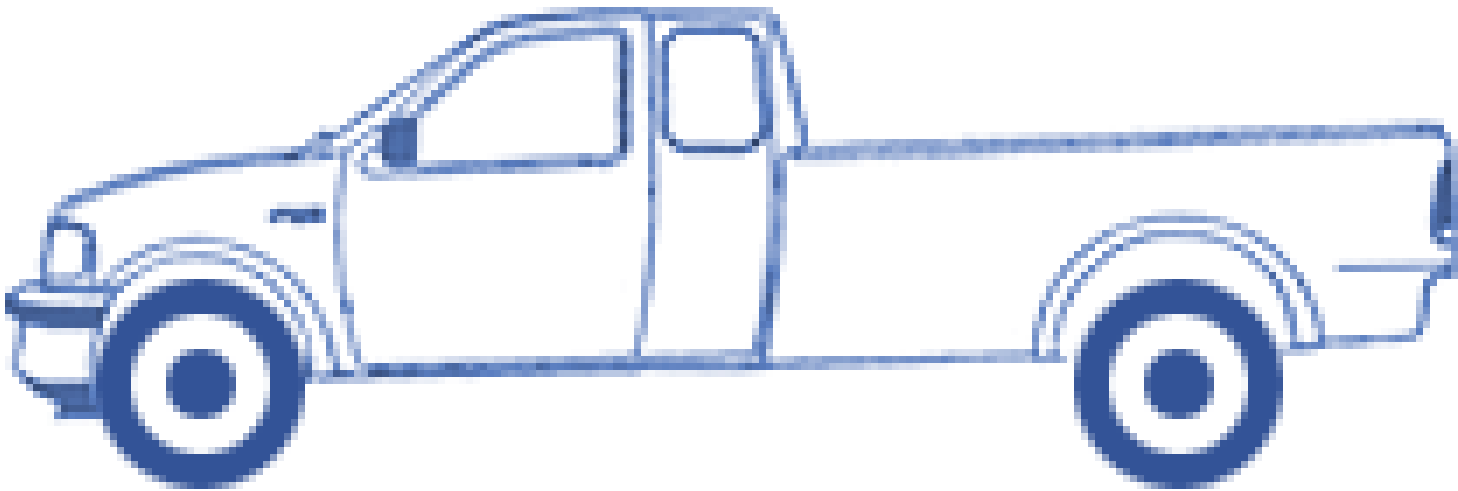


2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 5,230 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 3,685 lbs

TOTAL 4,435 lbs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$28,590.00
Subtotal		\$28,590.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
	Concession Pricing	-\$515.00
Total		\$28,075.00

Customer Signature

Acceptance Date

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

		MSRP
<i>Vehicle Pricing</i>		\$57,180.00
Subtotal		\$57,180.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
	Concession Pricing	-\$1,030.00
Total		\$56,150.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 03/20/2025



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 03/20/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

The Maverick is priced with concession pricing ETA 3-4 months.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Vehicle turning radius: 20.0'
- Rear track: 62.8"
- Total passenger volume: 100.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 35.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,010 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Front track: 63.4"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Horsepower: 162 HP@5600 RPM
- Radiator
- Auto stop-start engine
- CVT
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP
- Injection Type: sequential MPI
- Torque: 155 lb.-ft.@4000 RPM
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler
- 191.0 hybrid net horsepower

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Electric additional fuel types
- LEV3-SULEV30 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Semi-independent rear suspension
- Torsion beam rear suspension
- Electric power-assist steering system
- Driver selectable steering effort
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black rear window trim
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Power fuel door release
- Front beverage holders
- 12 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Fixed rear windshield
- Standard glove box
- 1 seatback storage pocket
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Cabin air filter
- Voice-activated climate control
- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Fixed rear head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM/satellite
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Wireless audio streaming
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- External memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Driver information center
- Electric power/regeneration gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Fixed interval front windshield wipers
- Front reading lights
- LED daytime running lights

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

- High mounted center stop light
- Pickup box cargo light
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device mirroring
- FordPass Connect 5G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 3 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Lane-Keeping Aid
- Pre-Collision Assist with Pedestrian Detection
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- External acoustic pedestrian alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

General Weights

Curb weight 3,685 lbs. GVWR 5,230 lbs.

Trailing Weights

Conventional capacity 2,000 lbs. GCWR 6,010 lbs.

Off Road

Min ground clearance 8.3" Loading floor height 30.1 "

Approach angle 20.6 Departure angle 21.9

Exterior Measurements

Vehicle body length 199.7" Vehicle body width 72.6"

Vehicle body height 68.7" Wheelbase 121.1"

Cargo box length 54.4" Cargo box min width 42.6"

Cargo box volume 33.3 cu.ft. Pickup box depth 20.3"

Cargo box max width 53.3" Cargo box max length 72.0"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 550

Selected Equip & Specs (cont'd)

Cargo box tailgate width	49.8"	Cargo box length feet	4.5
Front track	63.4"	Rear track	62.8"
Vehicle turning radius	20.0'	Front bumper to back of cab	137.6"

Interior Volume

Total passenger volume	100.3 cu.ft.
------------------------------	--------------

Headroom

Headroom first-row	40.3"	Headroom second-row	39.6"
--------------------------	-------	---------------------------	-------

Legroom

Leg room first-row	42.8"	Leg room second-row	35.9"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	57.3"	Shoulder room second-row	55.6"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	55.4"	Hip room second-row	54.1"
--------------------------	-------	---------------------------	-------

Powertrain**Engine**

Engine 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP	Valves per cylinder	4	
Engine cylinders	I-4	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Transverse mounted engine	Engine block material	Aluminum engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	2.5L	cc	151.8 cu.in.
Bore	3.5"	Stroke	3.94"
Compression ratio	13.0	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	162 HP@5600 RPM	Torque	155 lb.-ft.@4000 RPM
------------------	-----------------	--------------	----------------------

Alternator

Alternator amps	150A	Alternator type	Regenerative alternator
-----------------------	------	-----------------------	-------------------------

Battery

Battery amps	45Ah	Battery type	Lead acid battery
Battery rating	390CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Starter	Hybrid electric motor starter
----------------	----------	---------------	-------------------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Start-stop engine	Auto stop-start engine	Drivetrain selectable	Driver selectable drivetrain mode
<i>Transmission</i>			
Transmission	CVT	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
Selectable mode transmission	Selectable mode transmission		
<i>Drive Type</i>			
Drive type	Front-wheel drive		
<i>Drivetrain</i>			
Axle ratio	2.91		
<i>Exhaust</i>			
Tailpipe	Stainless steel single exhaust		
<i>Fuel</i>			
Fuel type	regular unleaded		
<i>Fuel Tank</i>			
Capless fuel filler	Easy Fuel capless fuel filler	Fuel tank capacity	13.79 gal.
<i>Drive Feature</i>			
Traction control	All-speed ABS and driveline traction control		
<i>Electric Powertrain</i>			
Hybrid net horsepower	191.0 hybrid net horsepower	Electric motor output	126 HP electric motor output
Electric motor output	173 ft.-lbs electric motor output	Number of electric motors	1
Electric powertrain	HEV (hybrid electric vehicle)	Electric motor 1 location	Front electric motor location
<i>Electric Vehicle Battery Pack</i>			
Traction battery type	lithium ion (Li-ion)	Gross traction battery capacity	1.1 kWh gross traction battery capacity

Fuel Economy and Emissions

<i>Fuel Economy</i>			
Secondary fuel type	Gasoline secondary fuel type		
<i>Emissions</i>			
Emissions	LEV3-SULEV30 emissions	Emissions tiers	Tier 3 Bin 30 emissions
<i>Fuel Economy (Alternate 1)</i>			
Additional fuel types	Electric additional fuel types		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Gas-pressurized front shock absorbers
Rear shock absorbers	Gas-pressurized rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
-------------------	-------------------	---------------------	---------------------

Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Strut front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
-----------------------	-----------------------	---------------	--------------------

Rear Spring

Springs rear	Rear coil springs	Rear springs	Regular grade rear springs
--------------	-------------------	--------------	----------------------------

Rear Suspension

Rear anti-roll	Rear anti-roll bar	Suspension type rear	Torsion beam rear suspension
Suspension ride type rear	Semi-independent rear suspension		

Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Driver selectable steering effort	Driver selectable steering effort
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 550

Selected Equip & Specs (cont'd)

Front wheels diameter 17" Front wheels width 7"

Rear Wheels

Rear wheels diameter 17" Rear wheels width 7"

Front And Rear Wheels

Appearance silver Material steel

Front Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Rear Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Body Exterior**Trailer**

Towing trailer sway Trailer sway control

Exterior Features

Box style	Standard style pickup box	Number of doors	4 doors
* License plate front bracket	Front license plate bracket		

Body

Body panels Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire Compact spare tire with steel wheel Spare tire location Crank-down spare tire

Wheels

Wheel covers Wheel hub covers

Convenience**Door Locks**

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors
Tailgate control	Manual tailgate/rear door lock		

Cruise Control

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror .. Day/Night rearview mirror

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console Floor console storage .. Covered floor console storage

Overhead Console

Overhead console Mini overhead console Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror Visor passenger expandable coverage Passenger visor with expandable coverage

Power Outlets

12V power outlets 1 12V power outlet

Pedals

Driver foot rest Driver foot rest

Remote Releases

Fuel door Power fuel door release

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins Door bins rear Rear door bins
Number of beverage holders 12 beverage holders Beverage holders Front beverage holders
Beverage holders rear Rear beverage holders Glove box Standard glove box
Instrument panel storage Instrument panel bin Dashboard storage Dashboard storage
Seatback storage pockets 1 seatback storage pocket Under seat tray rear Rear under seat tray

Windows Feature

One-touch down window Driver one-touch down window

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer

Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

Climate control Automatic climate control

Voice activated climate control Voice-activated climate control

Cabin air filter Cabin air filter

Rear under seat ductsRear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Coloured door panel insert

Floor Trim

Floor covering Full carpet floor covering

Floor mats Carpet front floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic. Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional controls

Height adjustable driver seat Manual height adjustable driver seat

Driver seat fore/aft control. Manual driver seat fore/aft control

Passenger seat directionFront passenger seat with 4-way directional controls

Split front seats Bucket front seats

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Front head restraint control Manual front seat head restraint control
Reclining driver seat Manual reclining driver seat

Armrests front center Front seat center armrest

Rear Seats

Bench seats Rear bench seat
Folding second-row seats Full folding rear seats
Rear seat folding position Fold forward rear seatback
Number of rear head restraints 3 rear seat head restraints

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat
Rear head restraints Fixed rear head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Other interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display
Primary display size 13.2 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory External memory control
RDS Radio data system (RDS)

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls
Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Coloured instrument panel insert

Instrumentation

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Trip odometer Trip odometer

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer

Driver information center Driver information center

Compass Compass

Instrumentation Gauges

Electric power regeneration gauge Electric power/regeneration gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Headlights on reminder Headlights on reminder

Bulb warning Bulb failure warning

Trunk warning Rear cargo ajar warning

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights

Auto headlightsAutolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Fixed interval front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Lights

Running lights LED daytime running lights

Instrumentation display Digital/analog instrumentation display

Temperature display Exterior temperature display

Clock In-radio display clock

Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning

Battery charge warning Battery charge warning

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Intelligent Oil-Life Monitor service interval indicator

Headlight type Reflector headlights

Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Variable panel light Variable instrument panel light

Interior courtesy lights Fade interior courtesy lights

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

High mount stop light High mounted center stop light Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity Smart device integration Apple CarPlay/Android Auto smart device mirroring
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 3 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag Number of airbags 7 airbags
Front impact airbag passenger Passenger front impact airbag Knee airbag Driver side knee airbag
Front side impact airbag driver Seat mounted side impact driver airbag Front side impact airbag passenger Seat mounted side impact front passenger airbag
Occupancy sensor Airbag occupancy sensor Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt Height adjustable seatbelts Front height adjustable seatbelts
Seatbelt pretensioners Front and rear seatbelt pretensioners Seatbelt pretensioners number 4 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane-Keeping Aid Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
Pedestrian detection Pre-Collision Assist with Pedestrian Detection External acoustic pedestrian alert External acoustic pedestrian alert

Cameras

Rear camera Rear mounted camera

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Selected Equip & Specs (cont'd)

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control system
with anti-rollover

Occupant Safety

Child door locks . . Manual rear child safety door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)**

Price Level: 550

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W8A	Base Vehicle Price (W8A)	\$26,995.00
Packages		
100A	Equipment Group 100A	N/C
Powertrain		
993	Engine: 2.5L Hybrid	Included
44E	Transmission: Automatic Continuous Variable (CVT)	Included
STDAX	2.91 Axle Ratio	Included
STDGV	GVWR: 5,230 lbs	Included
Wheels & Tires		
STDTR	Tires: P225/65R17 A/S BSW	Included
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
Seats & Seat Trim		
9	Front Cloth Bucket Seats	Included
Other Options		
121WB	121" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included
153	Front License Plate Bracket	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

As Configured Vehicle (cont'd)

Code	Description	MSRP
YZ_01	Oxford White	N/C
Interior Color		
9W_03	Black Onyx/Dark Slate w/Front Cloth Bucket Seats	N/C
SUBTOTAL		\$26,995.00
Destination Charge		\$1,595.00
TOTAL		\$28,590.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

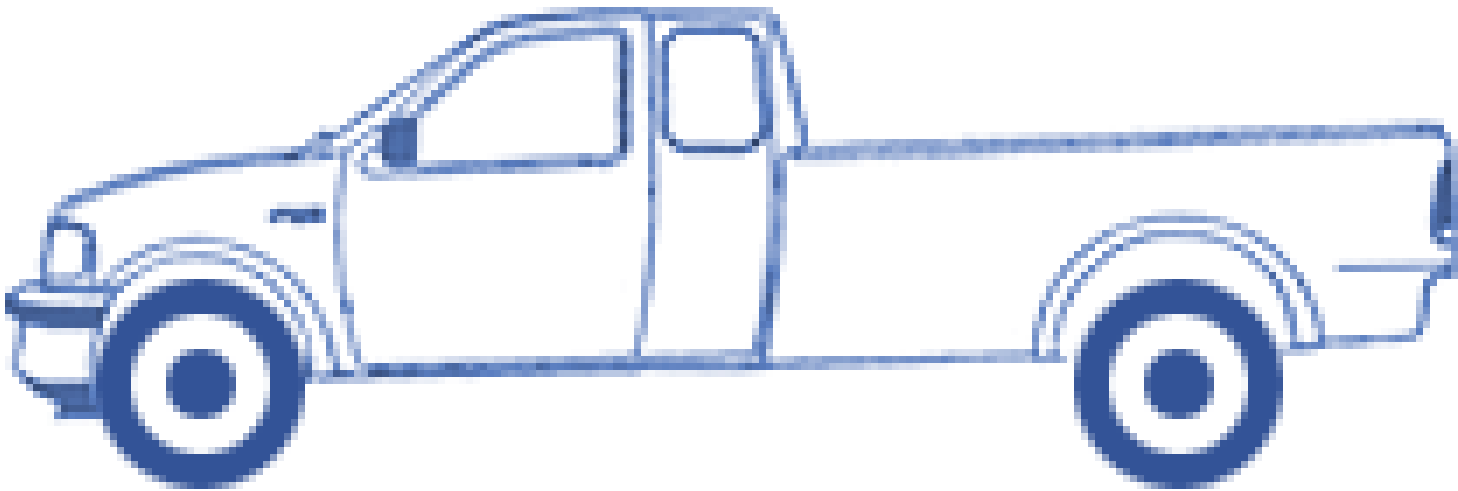


2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 5,230 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 3,685 lbs

TOTAL 4,435 lbs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$28,590.00
Subtotal		\$28,590.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
	Concession Pricing	-\$515.00
Total		\$28,075.00

Customer Signature

Acceptance Date

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

		MSRP
<i>Vehicle Pricing</i>		\$57,180.00
Subtotal		\$57,180.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
	Concession Pricing	-\$1,030.00
Total		\$56,150.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550



Client Proposal

Prepared by:

PATRICK HARRINGTON

Office: 479-452-1311

Email: patrick@randallford.com

Quote ID: 0027

Date: 03/17/2025



Randall Ford Inc | 5500 Rogers Ave, Fort Smith, Arkansas, 729033748

Office: 479-452-1311



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Re: Quote ID 0027 03/17/2025

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON

Fleet & Commercial Account Manager

479-452-1311

patrick@randallford.com



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,000 lbs.
- Cargo box length: 54.4"
- Cargo box volume: 33.3 cu.ft.
- Cargo box max width: 53.3"
- Cargo box tailgate width: 49.8"
- Vehicle body length: 199.7"
- Vehicle body height: 68.7"
- Vehicle turning radius: 20.0'
- Rear track: 62.8"
- Total passenger volume: 100.3 cu.ft.
- Headroom second-row: 39.6"
- Leg room second-row: 35.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 54.1"
- GCWR: 6,010 lbs.
- Cargo box min width: 42.6"
- Pickup box depth: 20.3"
- Cargo box max length: 72.0"
- Cargo box length feet: 4.5
- Vehicle body width: 72.6"
- Wheelbase: 121.1"
- Front track: 63.4"
- Front bumper to back of cab: 137.6"
- Headroom first-row: 40.3"
- Leg room first-row: 42.8"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.4"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Horsepower: 162 HP@5600 RPM
- Radiator
- Auto stop-start engine
- CVT
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- 2.5L I-4 DOHC, Ti-VCT variable valve control, engine with 162HP
- Injection Type: sequential MPI
- Torque: 155 lb.-ft.@4000 RPM
- Hybrid electric motor starter
- Driver selectable drivetrain mode
- Front-wheel drive
- Easy Fuel capless fuel filler
- 191.0 hybrid net horsepower

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Electric additional fuel types
- LEV3-SULEV30 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Semi-independent rear suspension
- Torsion beam rear suspension
- Electric power-assist steering system
- Driver selectable steering effort
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P225/65RH17 AS BSW front and rear tires
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Black rear window trim
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Manual tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Power fuel door release
- Front beverage holders
- 12 beverage holders
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Fixed rear windshield
- Standard glove box
- 1 seatback storage pocket
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Cloth headliner material
- Full carpet floor covering
- Full floor coverage
- Cabin air filter
- Voice-activated climate control
- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Rear bench seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Fixed rear head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM/satellite
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Wireless audio streaming
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- External memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 8.00
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Fixed interval front windshield wipers
- Front reading lights
- LED daytime running lights
- Digital/analog instrumentation display
- Trip odometer
- Compass
- Redundant digital speedometer
- Driver information center
- Electric power/regeneration gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

- Fade interior courtesy lights
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device mirroring
- FordPass Connect 5G mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 3 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front and rear seatbelt pretensioners
- SecuriLock immobilizer
- Lane-Keeping Aid
- Pre-Collision Assist with Pedestrian Detection
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 4 seatbelt pre-tensioners
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- External acoustic pedestrian alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

General Weights

Curb weight	3,685 lbs.	GVWR	5,230 lbs.
-------------------	------------	------------	------------

Trailer Weights

Conventional capacity	2,000 lbs.	GCWR	6,010 lbs.
-----------------------------	------------	------------	------------

Off Road

Min ground clearance	8.3"	Loading floor height	30.1 "
Approach angle	20.6	Departure angle	21.9

Exterior Measurements

Vehicle body length	199.7"	Vehicle body width	72.6"
Vehicle body height	68.7"	Wheelbase	121.1"
Cargo box length	54.4"	Cargo box min width	42.6"
Cargo box volume	33.3 cu.ft.	Pickup box depth	20.3"
Cargo box max width	53.3"	Cargo box max length	72.0"
Cargo box tailgate width	49.8"	Cargo box length feet	4.5

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Front track 63.4"
Vehicle turning radius 20.0'

Rear track 62.8"
Front bumper to back of cab 137.6"

Interior Volume

Total passenger volume 100.3 cu.ft.

Headroom

Headroom first-row 40.3"

Headroom second-row 39.6"

Legroom

Leg room first-row 42.8"

Leg room second-row 35.9"

Shoulder Room

Shoulder room first-row 57.3"

Shoulder room second-row 55.6"

Hip Room

Hip room first-row 55.4"

Hip room second-row 54.1"

Powertrain

Engine

Engine 2.5L I-4 DOHC, Ti-VCT variable valve control,
engine with 162HP

Engine cylinders I-4

Engine location Front mounted engine

Engine mounting direction Transverse mounted
engine

Cylinder head material Aluminum cylinder head

Valves per cylinder 4

Injection type sequential MPI

Ignition Spark ignition system

Engine block material Aluminum engine block

Engine Specs

Displacement 2.5L

Bore 3.5"

Compression ratio 13.0

cc 151.8 cu.in.

Stroke 3.94"

SAEJ1349 AUG2004 compliant

Engine Power

Horsepower 162 HP@5600 RPM

Torque 155 lb.-ft.@4000 RPM

Alternator

Alternator amps 150A

Alternator type Regenerative alternator

Battery

Battery amps 45Ah

Battery rating 390CCA

Battery type Lead acid battery

Battery run down protection Battery run down
protection

Engine Extras

Radiator Radiator

Start-stop engine Auto stop-start engine

Starter Hybrid electric motor starter

Drivetrain selectable Driver selectable drivetrain mode

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Transmission

Transmission CVT

Overdrive transmission Overdrive transmission

Selectable mode transmission Selectable mode transmission

Transmission electronic control Transmission electronic control

Lock-up transmission Lock-up transmission

Drive Type

Drive type Front-wheel drive

Drivetrain

Axle ratio 2.91

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler

Fuel tank capacity 13.79 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control

Electric Powertrain

Hybrid net horsepower 191.0 hybrid net horsepower

Electric motor output 173 ft.-lbs electric motor output

Electric powertrain HEV (hybrid electric vehicle)

Electric motor output 126 HP electric motor output

Number of electric motors 1

Electric motor 1 location Front electric motor location

Electric Vehicle Battery Pack

Traction battery type lithium ion (Li-ion)

Gross traction battery capacity 1.1 kWh gross traction battery capacity

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions LEV3-SULEV30 emissions

Emissions tiers Tier 3 Bin 30 emissions

Fuel Economy (Alternate 1)

Additional fuel types Electric additional fuel types

Suspension and Handling

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Suspension

Suspension Standard ride suspension

Rear shock absorbers Gas-pressurized rear shock absorbers

Front shock absorbers Gas-pressurized front shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Ventilated brakes Front and rear ventilated disc brakes

Electronic parking brake Electronic parking brake

Post collision braking system Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension type front Strut front suspension

Suspension ride type front Independent front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs

Rear springs Regular grade rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension ride type rear Semi-independent rear suspension

Suspension type rear Torsion beam rear suspension

Steering

Steering Electric power-assist steering system

Speed sensitive steering Speed sensitive power steering

Steering type number of wheels 2-wheel steering system

Steering type Rack-pinion steering

Driver selectable steering effort Driver selectable steering effort

Exterior

Front Wheels

Front wheels diameter 17"

Front wheels width 7"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Rear Wheels

Rear wheels diameter 17" Rear wheels width 7"

Front And Rear Wheels

Appearance silver Material steel

Front Tires

Aspect 65 Diameter 17"
Sidewalls BSW Speed H
Tread AS Type P
Width 225mm

Rear Tires

Aspect 65 Diameter 17"
Sidewalls BSW Speed H
Tread AS Type P
Width 225mm

Body Exterior

Trailer

Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box Number of doors 4 doors

Body

Body panels Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire Compact spare tire with steel wheel Spare tire location Crank-down spare tire

Wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

Door locks ... Power door locks with 2 stage unlocking Keyfob door locks Keyfob activated door locks
All-in-one key ... All-in-one remote fob and ignition key Auto door locks Auto-locking doors
Tailgate control Manual tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering wheel mounted controls



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Rear View Mirror

Day/Night rearview mirror . . . Day/Night rearview mirror

Exterior Mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console Floor console storage . Covered floor console storage

Overhead Console

Overhead console Mini overhead console Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror Visor passenger expandable coverage Passenger visor with expandable coverage

Power Outlets

12V power outlets 1 12V power outlet

Pedals

Driver foot rest Driver foot rest

Remote Releases

Fuel door Power fuel door release

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins	Door bins rear Rear door bins
Number of beverage holders 12 beverage holders	Beverage holders Front beverage holders
Beverage holders rear Rear beverage holders	Glove box Standard glove box
Instrument panel storage Instrument panel bin	Dashboard storage Dashboard storage
Seatback storage pockets . 1 seatback storage pocket	Under seat tray rear Rear under seat tray

Windows Feature

One-touch down window Driver one-touch down window

Windows Rear Side

Second-row windows Power second-row windows

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP

Comfort

Climate Control

Climate control Automatic climate control
Voice activated climate control Voice-activated
climate control

Cabin air filter Cabin air filter
Rear under seat ductsRear under seat climate control
ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door panel insert Coloured door panel insert

Floor Trim

Floor covering Full carpet floor covering
Floor mats Carpet front floor mats

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback
upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic. Manual telescopic steering
wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional
controls

Height adjustable driver seat Manual height
adjustable driver seat

Driver seat fore/aft control. Manual driver seat fore/aft
control

Passenger seat directionFront passenger seat with 4-
way directional controls

Split front seats Bucket front seats

Reclining passenger seat Manual reclining passenger
seat

Passenger seat fore/aft control Manual passenger
seat fore/aft control

Front head restraints Height adjustable front seat
head restraints

Front head restraint control ... Manual front seat head
restraint control

Armrests front center Front seat center armrest

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Rear bench seat

Folding second-row seats Full folding rear seats

Rear seat folding position Fold forward rear seatback

Number of rear head restraints 3 rear seat head restraints

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Fixed rear head restraints

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Other interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 13.2 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory External memory control

RDS Radio data system (RDS)

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 4 with Enhanced Voice

Recognition (Alexa-Built-In) voice activated audio controls

Speed sensitive volume Speed sensitive volume

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Coloured instrument panel insert

Instrumentation

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Trip odometer Trip odometer

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer

Driver information center Driver information center

Compass Compass

Instrumentation Gauges

Electric power regeneration gauge Electric power/regeneration gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Headlights on reminder Headlights on reminder

Bulb warning Bulb failure warning

Trunk warning Rear cargo ajar warning

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights

Auto headlightsAutolamp auto on/off headlight control

Delay off headlights Delay-off headlights

Front Windshield

Wipers Fixed interval front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Lights

Running lights LED daytime running lights

Instrumentation display Digital/analog instrumentation display

Temperature display Exterior temperature display

Clock In-radio display clock

Eco feedback SmartGauge with EcoGuide ECO feedback display gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning

Battery charge warning Battery charge warning

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Intelligent Oil-Life Monitor service interval indicator

Headlight type Reflector headlights

Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Variable panel light Variable instrument panel light

Interior courtesy lights Fade interior courtesy lights

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

High mount stop light High mounted center stop light

Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Apple CarPlay/Android Auto smart device mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 3 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Number of airbags 7 airbags

Knee airbag Driver side knee airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front and rear seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 4 seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane-Keeping Aid

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

External acoustic pedestrian alert External acoustic pedestrian alert

Cameras

Rear camera Rear mounted camera

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Selected Equip & Specs (cont'd)

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control system
with anti-rollover

Occupant Safety

Child door locks . . . Manual rear child safety door locks



Prepared by: PATRICK HARRINGTON
03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$26,995.00
Options		\$45.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
Subtotal		\$28,635.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
GPC QC689	Government Price Concession	-\$100.00
Fleet Discounts	Fleet & Commercial Discounts	-\$107.55
Total		\$28,427.45

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON
03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Major Equipment

(Based on selected options, shown at right)
CVT

- * 17 x 7-inch front and rear silver steel wheels
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Battery rating: 390CCA
- * Battery run down protection
- * Fuel tank capacity: 13.79 gal.
- * Driver selectable drivetrain mode
- * Wireless audio streaming
- * SiriusXM with 360L AM/FM/Satellite radio
- * Seek scan
- * External memory control
- * Vehicle body length: 199.7"
- * Standard ride suspension
- * Manual folding door mirrors
- * Deep tinted windows
- * Automatic climate control
- * Driver front impact airbag
- * Passenger front impact airbag

Exterior: Oxford White
Interior: Black Onyx/Dark Slate w/Front Cloth
Bucket Seats

- * P225/65RH17 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 150A
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Injection Type: sequential MPI
- * Auto stop-start engine
- * Steering wheel mounted audio controls
- * 13.2 inch primary display
- * AM/FM/satellite
- * Radio data system (RDS)
- * 3 month satellite trial subscription
- * Wheelbase: 121.1"
- * Trip computer
- * LED daytime running lights
- * Fixed interval front windshield wipers
- * Rear under seat climate control ducts
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger
airbag

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$26,995.00
Equipment Group 100A	N/C
Engine: 2.5L Hybrid	Included
Transmission: Automatic Continuous Variable (CVT)	Included
2.91 Axle Ratio	Included
GVWR: 5,230 lbs	Included
Tires: P225/65R17 A/S BSW	Included
Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
Front Cloth Bucket Seats	Included
121" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
50-State Emissions System	STD
SYNC 4 w/Enhanced Voice Recognition	Included
SiriusXM w/360L	Included
Black Onyx/Dark Slate w/Front Cloth Bucket Seats	N/C
Oxford White	N/C
Daytime Running Lamps (Non-Configurable)	\$45.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: PATRICK HARRINGTON
03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 550 | Quote ID: 0027

Major Equipment

- | | |
|---|--|
| * Airbag occupancy sensor | * 7 airbags |
| * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover | * Manual rear child safety door locks |
| * SecuriLock immobilizer | * Fixed rear seats |
| * Full folding rear seats | * Front facing rear seat |
| * Fold forward rear seatback | * Fixed rear head restraints |
| * 3 rear seat head restraints | * Rear bench seat |
| * Bucket front seats | * Driver seat with 6-way directional controls |
| * Front passenger seat with 4-way directional controls | * Height adjustable front seat head restraints |
| * Manual front seat head restraint control | * Front seat center armrest |
| * Manual reclining driver seat | * Manual height adjustable driver seat |
| * Manual driver seat fore/aft control | * Manual reclining passenger seat |
| * Manual passenger seat fore/aft control | * Cloth front seat upholstery |
| * Cloth front seatback upholstery | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Electronic parking brake |
| * Brake assist system | * Hill Start Assist |

As Configured Vehicle

MSRP

SUBTOTAL	\$27,040.00
Destination Charge	\$1,595.00
TOTAL	\$28,635.00

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **RUSH TRUCK CENTER (PURCHASE AGREEMENT):**

RECOMMENDATION:

RECOMMEND COUNCIL APPROVAL OF ONE HV615 DUMP TRUCK FROM RUSH TRUCK CENTERS THROUGH SOURCEWELL CONTRACT 032824-NVS IN THE AMOUNT OF \$207,684.35.00 PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

BACKGROUND:

Expansion unit 7010 (TRAN_F136) was an approved purchase with passage of the FY25 budget.

DISCUSSION:

This expansion dump truck will be utilized to support the new sidewalk crew that was approved in the 2025 budget process. The unit will haul materials to and away from the job site for crew workers.

BUDGET/STAFF IMPACT:

The unit came in under budget and is an approved FY25 purchase.

These units were unanimously approved at the April 8th Equipment Committee,

ATTACHMENTS: SRF (#3) , Retail Sales Order (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-519

RUSH TRUCK CENTER (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF ONE DUMP TRUCK FROM RUSH TRUCK CENTERS IN THE AMOUNT OF \$207,684.35, PLUS ANY APPLICABLE TAXES, SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one Dump Truck from Rush Truck Centers in the amount of \$207,684.35, plus any applicable taxes, surcharges, freight charges or delivery fees up to 10% of the original purchase price pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2025-519

Item ID

5/6/2025

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

Ross Jackson

4/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND COUNCIL APPROVAL OF ONE HV615 DUMP TRUCK FROM RUSH TRUCK CENTERS THROUGH SOURCEWELL CONTRACT 032824-NVS IN THE AMOUNT OF \$207,684.35.00 PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE. EXPANSION UNIT TO BE 7010 (TRAN_F136).

Budget Impact:

9700.770.1920-5802

FLEET

Account Number

Fund

02079.2025

Heavy Duty Utility Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 535,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 535,000.00

Does item have a direct cost? Yes

Item Cost

\$ 207,684.35

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 327,315.65

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Retail Sales Order

SALES ORDER		Date 03/26/2025
Please enter my order for the following: ☒ New ☐ F.E.T. Applicable ☐ Used ☒ F.E.T. Exempt		City of Fayetteville
Make International Series HV615		Customer's Name
Year 2026 Body Type		1525 Happy Hollow Rd. Fayetteville AR 72701
Color white Trim		Street City State Zip
Serial #		Federal Tax ID # Business Phone Fax
Stock #		Purchaser's Name
To be delivered on or about 9/30/2025		Street City State Zip
		Federal Tax ID # Business Phone Fax
		Nehemias LopezZavala
		By Salesman
		Vehicle will be Titled in Washington County.
		*** Vehicle will be Registered in the State of Arkansas
		LIENHOLDER INFORMATION
		Date of Lien
		Lien Holder
Sales Price	198,088.35	
Factory Paid F.E.T.	0.00	
F.E.T. Tire Credit	0.00	
Total Factory Paid F.E.T.	0.00	
Optional Extended Warranties	9,596.00	
Sub-Total	207,684.35	
Dealer Paid F.E.T.*	0.00	
Local Taxes	0.00	
Delivered Price	207,684.35	
Total Down Payment	0.00	
Unpaid Balance Due on Delivery	207,684.35	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.		
CARB Disclosure: A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at https://www2.arb.ca.gov/our-work/programs/advanced-clean-fleets.		
*** State of registration is based on the state selected by the Customer when the vehicle was ordered. Customer is solely responsible for, and agrees to defend, indemnify and hold Rush harmless from, any reporting obligations and/or liability, including but not limited to penalties and fines, arising from registration and/or operation of a vehicle in a state other than the state of registration identified herein.		
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY.		
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER		
THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.		
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.		
Customer's Signature		Date
OFFER RECEIVED BY: <u>Nehemias Lopez Zavala</u>		DATE RECEIVED: <u>3-26-25</u>
SALES REPRESENTATIVE		Date
OFFER ACCEPTED BY:		AUTHORIZED REPRESENTATIVE Date
TERMS ARE C.O.D. UNLESS PRIOR ARRANGEMENTS HAVE BEEN APPROVED		



Rush Truck Center, Lowell

807 S Bloomington St

Lowell, AR 72745

479-770-1235

Retail Sales Order

TERMS AND CONDITIONS

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. **Used Car Buyers Guide.** If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. **Third Party Products and Services.** Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solution Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

18. **Use of Vehicle Repair Data.** Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. **Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. **Manufacturer Surcharges.** The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (833) 302-5200
------------	---------------------

Who we are

Who is providing this notice?

Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do

How does Rush Truck Centers protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Rush Truck Centers collect my personal information?

We collect your personal information, for example, when you

- apply for financing
- give us your income information or provide employment information
- provide account information or give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

Rush does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

■ Includes lenders, finance companies and financial service providers

Other important information

- This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush Truck Centers of California, Inc., Rush Medium Duty Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Medium Duty Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Pennsylvania, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP, Rush Truck Centers of Utah, Inc., and Rush Truck Centers of Virginia, Inc.
- This Privacy Policy does not apply to information obtained in a non-financial transaction.

March 24, 2025

City of Fayetteville

13' HilBilt Mongoose Dump Body Installed

102-108" Clear Usable Cab to Center of Tandem Measurement Recommended

48" Side Height / 48" Tailgate Height

8" Tubing Main Frame

4" X 6" Tubing Crossmembers on 12" Centers

1/4" AR450 Steel Sides & Floor

3/16" AR450 Hi-Lift Combo Tailgate

5/16" AR450 Open Front to Vent Doghouse (Doghouse not Insulated)

Ladder Installed on Driver's Side Rear in Front of Hi-Lift Cylinders

Standard Straight Front (Doghouse will be Open not Enclosed to Vent Cylinder)

Internal Filter in Hydraulic Tank (Not Installed Externally)

Inverted Angle Installed on Top of Top Rail & Tailgate to Shed Debris

Electric Mountain Tarp Installed (Asphalt) Integrated Mounted

36" Cab Protector

Black in Color

9 3/4" Heavy Duty Pipe Apron Installed (Not 12")

Standard DOT LED Lighting

Air Operated Pump / Hot Shift PTO for Allison Transmission

Side Mount Hydraulic Tank (40" Minimum of Clear Usable Frame Needed)

1 Pair of Oval LED S/T/T Lights Installed in Rear Rib (1 each Side)

Install 1 Pair of Oval Back Up Lights in Rear Rib 1 ea. Side

Install 1 Pair of Oval S/T/T Lights in Rear 1 ea. Side

No Bumper Lights or Splash Guard Installed

Electric Buyers Products Vibrator Installed (Not Cougar)

45 Degree Dump Angle (Not 50)

Standard HilBilt 2 Year Warranty

\$42,205.00 Installed

\$4,220.00 Raw Material Increase Due to Imposed Tariffs

\$46,425.00 Installed Price with Increase Included

Quote is valid for 7 business days. If the chassis arrives after 9/30/2025 the quote is subject to change

Dealer Quote: FET or State Sales Taxes not Included / FOB Benton, Arkansas

Thank you for allowing HilBilt to quote your equipment needs.

Danny Golden (501) 993-1902

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded fromerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	City of Fayetteville		Rush Truck Center Lowell
Contact:	Ross Jackson		Nemo Lopez
Address:	1525 Happy Hollow Rd		807 S Bloomington
City/State/Zip:	Fayetteville/AR/72701		Lowell/AR/72745
Phone:	(479) 879-6221		(870) 350-2610
Email:	rjackson@fayetteville-ar.gov		lopezzavalan@rushenterprises.com

Proposal Number	3999-01
Date	3/26/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis		
New 2026 International HV615 6x4 Chassis		\$ 261,603.00
Base Chassis List	\$ 222,283.00	
Options List	\$ 39,320.00	
Sourcewell Contract Discount	48.2%	\$ (126,092.65)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 135,510.35
Sourcewell Partner Body		
		\$ 46,425.00
		\$ -
Handling Fee	4.00%	\$ 1,857.00
Non-Sourcewell Dealer Supplied Body		
		\$ -
		\$ -
Handling Fee	5.00%	\$ -
Additional Post Build Work		
		\$ -
		\$ -
		\$ -
Handling Fee	5.00%	\$ -
Service Contracts		
40XAD EXTENDED VEHICLE COVERAGE RA<52K		\$ 10,126.00
40A44 CARB S13 DEF COMBO (Comprehensive + DEF & Chassis)		\$ 5,466.00
T8103E TOWING \$1100 PER INCIDENT		\$ 3,600.00
Additional Freight		
FREIGHT FROM LITTLE ROCK		\$ 650.00
		\$ -
Additional Floorplan		
HD Special P&D		\$ 3,550.00
		\$ -
Additional Fees & Taxes		
Make Ready		\$ 500.00
		\$ -
		\$ -
Final Sourcewell Per Vehicle Price FOB HillBilt Benton		\$ 207,684.35
Final Sourcewell Total Vehicle(s) Price		\$ 207,684.35
Additional Sourcewell Qualified Content		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.

Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.

Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



HV615 SBA

Sales Proposal For:
CITY OF FAYETTEVILLE

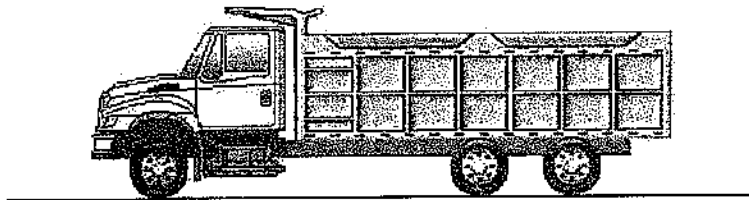
Presented By:
RUSH TRK CTR OF AR

February 21, 2025

Prepared For:
CITY OF FAYETTEVILLE
Ross Jackson
113 WEST MOUNTAIN
FAYETTEVILLE, AR 72701-
(479)575 - 8289
Reference ID: N/A

Presented By:
RUSH TRK CTR OF AR
John E Rangel
807 S BLOOMINGTON ST.
LOWELL AR 72745 - 9667
(479)770-1200

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 HV615 SBA (HV615)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 56000. Calc. GVWR: 56000. Calc. GCWR: 0 Calc. Start / Grade Ability: 27.92% / 2.50% @ 55 MPH Calc. Geared Speed: 89.5 MPH
DIMENSION:	Wheelbase: 207.00, CA: 138.00, Axle to Frame: 61.00
ENGINE, DIESEL:	{International S13} EPA 2024, 400HP @ 1800 RPM, 1450 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 400 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-5DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, 5" (12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 4.11
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield): 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WX Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL

Warranty
2026 HV615 SBA (HV615)

February 21, 2025

Description

(US DOLLAR)

Price

International ESC 40XAD, 40A44, T3103E.

19192.00

Total Warranty : \$19,192.00

Proposal's vehicle specification is incomplete.
WARNING: Do Not Distribute.

3

Proposal: 3999-01

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV61500	Base Chassis, Model HV615 SBA with 207.00 Wheelbase, 138.00 CA, and 61.00 Axle to Frame.	8603/4031	12634

AXLE CONFIGURATION

1AND	AXLE CONFIGURATION 6x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		

ENGINE

12BGS	ENGINE, DIESEL (International S13) EPA 2024, 400HP @ 1800 RPM, 1450 lb-ft Torque @ 900 RPM, 2000-RPM Governed Speed, 400 Peak HP (Max)	0/0	0
12VJY	EMISSION, CALENDAR YEAR (International S13) EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12XZT	CARB EMISSION WARR COMPLIANCE for International S13 Engines.	0/0	0
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY (ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle, Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
12XCY	RADIATOR Aluminum, Cross Flow, 1144 SqIn, with 1007 SqIn Charge Air Cooler	0/0	0
12THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12VBY	AIR CLEANER Single Element, Engine Mounted	0/0	0
12703	ANTI-FREEZE Red, Extended-Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
12TAB	POWERTRAIN INTERFACE MODULE	0/0	0

TRANSMISSION

13BEK	TRANSMISSION, AUTOMATIC (Allison 4500 RDS) 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	282/88	370
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
13WEH	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WAW	OIL COOLER, TRANSMISSION (Modine) Water to Oil Type	25/0	25
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13WLM	TRANSMISSION OIL Synthetic, 63 thru 76 Pints	0/0	0
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1

CLUTCH

11001	CLUTCH Omit Item (Clutch & Control)	-80/-16	-96
-------	-------------------------------------	---------	-----

REAR AXLES, SUSPENSIONS

14GYM	AXLE, REAR, TANDEM (Meritor MT-40-14X-5DCR-P) Single Reduction, 40,000-lb Capacity, with Luba Oil Pump, .5" (12.7mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends, Gear Ratio: 4.11	0/1915	1915
14UMV	SUSPENSION, REAR, TANDEM (Hendrickson HMX EX 400) Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/840	840
14WCR	TRANSVERSE TORQUE RODS (Hendrickson) TRAAX Rod, Transverse Only	0/-4	-4

FRONT AXLES

2ARU	AXLE, FRONT NON-DRIVING (Meritor MFS-16-143A) Wide Track, I-Beam Type, 16,000-lb Capacity	165/0	165
------	---	-------	-----

FRONT SUSPENSIONS

3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
------	--	------	----

CABS, COWLS, BODIES

16030	CAB Conventional, Day Cab	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	Includes CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger		

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: DOME LIGHT, CAB Door Activated and Push On-Off Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLU	CAB REAR SUSPENSION Air Suspension, for High Cab Height	0/0	0
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	0/0	0
16HGN	GAUGE, AIR APPLICATION	1/0	1
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	0/0	0
16VVA	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 6x2, 6x4 and 6x6 Axle Configurations, Does Not include Lift Axles or Spare Wheels	10/1	11
16400	SEAT, PASSENGER Omit Item	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
FRAMES			
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	58/191	249
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	435/539	974
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty	0/0	0
1WHP	WHEELBASE RANGE 183" (465cm) Through and Including 248" (630cm)	236/-236	0
BRAKES			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4AZJ	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4XDT	BRAKES, FRONT (Meritor 16.5X6 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
4EXV	BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 SqIn	4/0	4
4XDS	BRAKES, REAR (Meritor 16.5X6.625 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle	0/150	150
4EXW	BRAKE CHAMBERS, REAR AXLE (Bendix EnduraSure Pro) 30/30 SqIn Spring Brake	0/14	14
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/60	60
4SPT	AIR COMPRESSOR (Bendix ESS 380) 16.8 CFM, Head Unload	0/0	0
4EDL	AIR DRYER (Bendix AD-HF) with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 120 psi Cut-In/140 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
4VGA	AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel	0/0	0
4VMA	AIR TANK LOCATION (2) Vertically Stacked, Outside Right Rail, Under Cab in Front of Aftertreatment Box, Perpendicular to Rail	0/0	0
4WXR	DRAIN VALVE (2) (Berg) with Pull Chains, for Air Tanks	0/0	0
STEERING			
5PSD	STEERING GEAR (2) (TRW (Ross) THP60/RCH45) Dual Power	0/0	0
5AAA	STEERING COLUMN Stationary	0/0	0
5CAW	STEERING WHEEL 4-Spoke; 18" Dia.; Black	0/0	0
DRIVELINES			
6DGU	DRIVELINE SYSTEM (Dana Spicer) SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4	1/6	7
EXHAUST SYSTEMS			
7BMB	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance	66/49	115
7BEV	AFTERTREATMENT COVER Steel, Black	8/2	10

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
7SDZ	ENGINE COMPRESSION BRAKE (International) for S13 Engines, with Selector Switch and On/Off Switch	0/0	0
7WCR	EXHAUST HEIGHT 10"-11"	19/11	30
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	13/6	19
7WAY	TAIL PIPE (1) Straight Type, Bright	3/0	3

ELECTRICAL SYSTEMS

8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermitent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color-Coded and Continuously Numbered		
8GXJ	ALTERNATOR (Lescage-Neville AV1160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8WEL	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 26" Back of Cab	12/-3	9
8MSG	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8VBE	HORN, ELECTRIC (1) Trumpet Style	0/0	0
8RMX	RADIO Omit, Includes Wiring and Antenna	0/0	0
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8XNG	STARTING MOTOR (Mitsubishi Electric Automotive America DP80) 12-Volt	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0

FRONT END

9WBM	FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	0/0	0
9HCX	GRILLE Stationary, Molded in Black	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC			
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WN"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tons	0/0	0
10XBU	SPECIAL RATING, GVWR Limited to 68,000-lb GVWR	0/0	0
FUEL TANKS			
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	0/0	0
15WEY	DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LNZ	FUEL HEATER PLUMBING Plumbing for Blender Valve Integrated in Fuel Water Separator, Thermostatically Controlled, for S13 Engine	0/0	0
15LPU	FUEL/WATER SEPARATOR (Racor 6600) Pre-Filter and Filter Base, includes Water-in-Fuel Sensor	0/0	0
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
WHEELS, TIRES - FRONT			
27DUL	WHEELS, FRONT (Accuride 29300) DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	82/0	82
7652543288	(2) TIRE, FRONT 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position	40/0	40
WHEELS, TIRES - REAR			
28DUL	WHEELS, REAR (Accuride 29300) DUAL DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/328	328
7652543288	(8) TIRE, REAR 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position	0/160	160
Services Section:			
WARRANTY			
40127	WARRANTY Standard for HV513/HV515, HV613/HV615 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A	0/0	0
40NSE	CARB COMPANION PLAN for CARB A26, S13 and X15 Engines	0/0	0
Total Component Weight:		10062/8132 (lbs)	18194 (lbs)

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
1	HilBilt 13' Mongoose Dump Body Installed	0/0	0
	Total Body Allied:	0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$203,295.55

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



LIMITED WARRANTY FOR HV513, HV613
***Effective with vehicles built July 01, 2017 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	12	Unlimited	Unlimited	Unlimited
Frame Side Rails	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Front Axle Assembly (Rear Axle Weight Ratings Greater than 52,000 lb)	12	Unlimited	Unlimited	Unlimited
Rear Axle and Differential (Rear Axle Weight Ratings Greater than 52,000 lb)	12	Unlimited	Unlimited	Unlimited
Transmission (Rear Axle Weight Ratings Greater than 52,000 lb)	12	Unlimited	Unlimited	Unlimited
Front Axle Assembly (Rear Axle Weight Ratings of 52,000 lb and Less)	36	300,000	480,000	Unlimited
Rear Axle and Differential (Rear Axle Weight Ratings of 52,000 lb and Less)	36	300,000	480,000	Unlimited
Transmission (Rear Axle Weight Ratings of 52,000 lb and Less)	36	300,000	480,000	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine)	60	100,000	160,000	Unlimited
Greenhouse Gas Emissions Coverage	60	100,000	160,000	Unlimited
First 90 Days from Delivery to User (DTU) + Towing (Vehicle Down Warrantable Situations Only)	3	Unlimited	Unlimited	Unlimited
International T14 Transmission, Clutch, and Mounted PTO (Rear Axle Weight Ratings Greater than 52,000 lb)	24	Unlimited	Unlimited	Unlimited
International T14 Transmission, Clutch, and Mounted PTO (Rear Axle Weight Ratings of 52,000 lb and Less)	36	Unlimited	Unlimited	Unlimited
CARB Emissions Coverage, Available with Feature Code	60	350,000	563,000	Unlimited
Towing (Vehicles with International T14 Transmission, Clutch, Mounted PTO Failures Only) (Rear Axle Weight Ratings Greater than 52,000 lb)	24	Unlimited	Unlimited	Unlimited
Towing (Vehicles with International T14 Transmission, Clutch, Mounted PTO Failures Only) (Rear Axle Weight Ratings of 52,000 lb and Less)	36	Unlimited	Unlimited	Unlimited
International A26/S13 Engine	24	Unlimited	Unlimited	Unlimited
International A26/S13 Engine (Rescue Applications)	60	100,000	160,000	Unlimited
International A26/S13 Engine Major Components	60	500,000	800,000	Unlimited
Towing (Vehicles with International A26/S13 Engine Failures Only)	24	Unlimited	Unlimited	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage**Components/Items**

- Components warranted by their respective manufacturers (such as non-International® brand engines, Cummins engines, Allison transmissions, Agility fuel systems, lubricants, etc.)
- Tires warranted by the tire manufacturer having defects in materials and workmanship that do not cause non-compliance with GHG regulations. Navistar warrants tires installed as original equipment on this vehicle only against defects in materials and workmanship that cause the vehicle to fail to comply with GHG regulations. This vehicle tire emissions warranty is valid for two (2) years or 24,000 miles (38,000 km), whichever occurs first.
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.



LIMITED WARRANTY FOR HV513, HV613
***Effective with vehicles built July 01, 2017 or later**

- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

Obtaining Service

Return this vehicle to any International Truck dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

Disclaimer

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER.

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Telematics Data Disclosure

Your Navistar vehicle may include an activated telematics subscription service. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Navistar, Inc., or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow Navistar to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out.

Record of Ownership

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.



CTS-2030A

LIMITED WARRANTY FOR HV513, HV613
***Effective with vehicles built July 01, 2017 or later**

Customer Signature

Date

Owner's Address

City

State/Prov Postal Code

Truck Model

Vehicle Identification Number

Engine Model Number

Engine Serial Number

Date Delivered to User (DTU)

Odometer Reading at Delivery

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new international vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **HOLDEN INDUSTRIES, INC. (SERVICE CONTRACT):**

RECOMMENDATION:

A RESOLUTION TO AWARD Bid 25-33 AND AUTHORIZE THE PURCHASE OF STANDARDIZED LOW PROFILE TANDEM AXLE TRAILERS FROM HOLDEN INDUSTRIES, INC. OF SOUTHWEST CITIES MISSOURI, AS NEEDED, THROUGH DECEMBER 31, 2025.

BACKGROUND:

In order to get the best pricing and standardize trailers within the City's fleet, Bid 25-33 was solicited 02/09/2025. This Bid was requested by Fleet Operations to lock in pricing and define the requirements for all low-profile tandem axle trailers for the Water Sewer and Transportation divisions.

DISCUSSION:

The City received (1) complete bid packet back from Holden Industries Inc. of Missouri and (1) incomplete packet from a local vendor in Northwest Arkansas.

Fleet is recommending approval of Bid 25-33.

BUDGET/STAFF IMPACT:

Asset replacements are funded within Fleet Operations annual capital budget.

ATTACHMENTS: SRF (#3) , Bid 25-33, Bid Tab - Final (#4), Bid 25-33, Submittal - Holden Industries, Inc. - E (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-529

HOLDEN INDUSTRIES, INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #25-33 AND AUTHORIZE THE PURCHASE OF STANDARDIZED LOW PROFILE TANDEM AXLE TRAILERS FROM HOLDEN INDUSTRIES, INC. WITHIN THE APPROVED BUDGET AS NEEDED THROUGH DECEMBER 31, 2025

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-33 and authorizes the purchase of standardized low profile tandem axle trailers from Holden Industries, Inc. of Southwest Cities, Missouri within the approved budget as needed through December 31, 2025.

City of Fayetteville Staff Review Form

2025-526

Item ID

5/6/2025

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

Ross Jackson

4/15/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AWARD RFP 25-33 AND AUTHORIZE THE PURCHASE OF STANDARDIZED LOW PROFILE TANDEM AXLE TRAILERS FROM HOLDEN INDUSTRIES INC. OF SOUTHWEST CITIES MISSOURI THROUGH DECEMBER 31ST 2025.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

Multiple

Multiple

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 12,344,573.00

Expenses (Actual+Encum)

\$ 4,564,916.27

Available Budget

\$ 7,779,656.73

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 7,779,656.73

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-33, Low-Profile Equipment Trailers

DEADLINE: Tuesday, March 11, 2025 at 3:00 PM

				Premier Trailer Sales LLC	Holden Industries
Line #	Description	QTY	UOM	TOTAL	
1	Low-Profile Equipment Trailer	1	EA	\$16,119.00	\$18,489.00
				Unit	Unit
				\$16,119.00	\$18,489.00

Rejected: Incomplete

Kenny Fitch, Sr Procurement Agent

3/11/25

Amanda Beilfuss, Procurement Director

3/11/25



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 25-33 Addendum 1

Holden Industries, Inc.

Supplier Response

Event Information

Number: Bid 25-33 Addendum 1
Title: Low-Profile Equipment Trailers
Type: Invitation to Bid
Issue Date: 2/9/2025
Deadline: 3/11/2025 03:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the purchase of low-profile equipment trailers on an as needed basis throughout 2025. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch, Sr Procurement Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street
Fayetteville, AR 72701
Phone: (479) 575-8258
Email: kfitch@fayetteville-ar.gov

Holden Industries, Inc. Information

Contact: Rob Brooks
Address: 5624 S. State Highway 43
Southwest City, MO 64863
Phone: (800) 488-4487
Email: rbrooks@holdentrailers.com
Web Address: www.holdentrailers.com

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

Rob Brooks

Signature

Submitted at 3/10/2025 09:07:51 AM (CT)

sales@holdentrailers.com

Email

Supplier Note

We meet all specs.

Requested Attachments

Bid 25-33, Bid Form and Signature Pages

Fayetteville bid.pdf

Please attach your signed, completed bid form. This can be found in the 'Attachments' tab.

Response Attachments

Fayetteville bid for 2 trailers.pdf

New bid for 2 trailers.

Bid Attributes

1 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes

☐ No

2 Check Yes or No:

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

☒ Yes

☐ No

3 Addendum Acknowledgement:

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

☒ I agree

Bid Lines

1 Low-Profile Equipment Trailer

Quantity: 1 UOM: EA Price: \$18,489.00 Total: \$18,489.00

Response Total: \$18,489.00



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

INVITATION TO BID

Bid 25-33, Low-Profile Equipment Trailers

DEADLINE: Tuesday, March 11, 2025 before 3:00 PM, Local Time

CONTACT: Sr. Procurement Agent Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE & ADVERTISEMENT: 02/09/25

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

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

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

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid 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 Division.

City of Fayetteville
Bid 25-33, Low-Profile Equipment Trailers
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-33, Low-Profile Equipment Trailers

The City of Fayetteville is seeking bids from qualified vendors for the purchase of low-profile equipment trailers on an as needed basis throughout 2025. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Wednesday, March 05, 2025 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>.

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

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

Any bidder providing a service shall be registered with the Arkansas Secretary of State prior to the bid award. The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Kenny Fitch, Sr Procurement Agent
P: 479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 02/09/2025
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$171.13.

City of Fayetteville
Bid 25-33, Low-Profile Equipment Trailers
SECTION 01: TERMS AND CONDITIONS

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- d. Bidders shall have experience in providing products and/or services of the same or similar nature.
- e. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located through the City's third-party bidding software.
- g. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF BID:

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

8. LATE BID OR MODIFICATIONS:

- a. Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 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 St., Fayetteville, AR.

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this bid. Bidders 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.

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

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

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. INSURANCE:

Not applicable

26. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.

- c. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- d. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- e. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- f. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- g. NOTE: Any uncertainties shall be brought to the attention to Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- h. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- i. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit bids meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- j. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

- I. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. ATTACHMENTS:

The following is being provided as additional information to the Bidder:

Appendix A: Technical Specifications

END OF TERMS AND CONDITIONS

City of Fayetteville
25-33, Low-Profile Equipment Trailers
SECTION 02: INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- a. Bidder – One who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- b. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- c. Successful Bidder – The lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- d. Local Time – Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.
- e. Substitution – Item(s) of material, equipment, or substrate that differs in application method, material, warranty, and/or performance as outlined in the specifications. Substitution requests shall be submitted to the Purchasing Division by bid question deadline. Substitution requests will be addressed via addendum.
- f. Equivalent (or Equal) – Item(s) of material, equipment, or substrate that meets the application method, material, and performance but may differ in manufacturer and/or warranty from what is specified. Item(s) meeting these criteria shall be considered equal at time of bid. Named manufacturers within the specifications shall be used as a basis of design in regard to establishing a minimum performance standard.

2. COPIES OF BIDDING DOCUMENTS

- a. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- b. Complete sets of Bidding Documents must be used in preparing Bids. City of Fayetteville does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c. City of Fayetteville in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- a. Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- b. Bidders shall promptly notify the Purchasing Division of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

- c. On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- d. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given the Purchasing Division written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4. AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

Not applicable

5. INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- a. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Purchasing Division not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- b. Interpretation or correction of proposed Bidding Documents or Contract Documents will be made only by Addendum through the City's online bidding portal. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- c. Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

6. APPROXIMATE ESTIMATE OF QUANTITIES

Estimated quantities are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

7. BID PRICING

- a. Bidders must state a price for each item of work named in the Bid. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, supervision, materials, tools, equipment, transportation and services to construct, erect, and finish completely all the work in this Contract.
- b. Prices shall include all labor, supervision, materials, equipment, transportation, and services necessary to adequately perform the scope of work.

- c. Hourly labor rates and markup percentages bid shall include but is not limited to all labor cost, insurance, mobilization, overhead, profit, travel time, bonding, mileage, etc. Prices quoted shall be firm for the term of the contract. The City shall not be charged any additional fees including but not limited to insurance premiums, mobilization, fuel surcharges, etc.
- d. Line item pricing involving markup percentages on materials shall be input as a DECIMAL amount. For example, if a bidder were to bid a markup of 10%, this percentage would need to be inserted into the line item pricing as ".10" to calculate a 10% increase over the cost of the material.
- e. Billable hours shall include reasonable drive time to and from Point of Dispatch. Hourly rates shall be inclusive of all fees. No fuel, mileage, surcharge, or additional fees shall be added to any invoice. Point of Dispatch shall be defined as the closest office to the City of Fayetteville, located at 113 W. Mountain St., Fayetteville, AR 72701. Point of Dispatch address shall be on the bid form page of submittal.
- f. Bidder shall state any discounts to apply. Discounts shall be shown for individual items unless all items have the same percentage of discounts.

8. BID FORM

- a. Bids are due as indicated in the Advertisement for Bids.
- b. Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- c. Acceptance of alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form (if applicable). The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- d. No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

9. SIGNATURE ON BIDS

- a. If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- b. All names must be typed or printed in black ink below the signature.
- c. The address and telephone number for communications regarding the Bid must be shown.
- d. Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- e. The Bid shall also contain a signed acknowledgment of receipt of all Addenda.
- f. Bidder shall have a valid Arkansas Contractor's License prior to the bid award. Bidder shall have a current, valid registration with the Arkansas Secretary of State prior to the bid award.

g. Bidder shall not be debarred from doing business with any government entity.

10. BID BOND

Not applicable

11. PERFORMANCE AND PAYMENT BONDS

Not applicable

12. INSURANCE REQUIREMENTS

Not applicable

13. CONTRACT TERMS

Not applicable

14. SUBSTANTIAL/FINAL COMPLETION

Not applicable

15. LIQUIDATED DAMAGES

Not applicable

16. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

17. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

18. DISQUALIFICATIONS OF BIDDERS

Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids:

- a. More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- c. Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- d. Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

- e. Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- f. Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

19. OPENING OF BIDS

Bids will be opened and read aloud publicly in a room designated by City of Fayetteville the day of the bid deadline. A bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

20. EVALUATION OF BIDS

- a. After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the bids will confirm the low bidder(s).
- b. In evaluating Bids, City of Fayetteville will consider the qualifications of bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection(s).
- c. City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection(s).

21. RIGHT TO REJECT BIDS

- a. City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- b. City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

22. PRICING

Not applicable

23. INVOICING

Quotes shall be prepared using bid pricing and are not required to be itemized to reflect bid pricing. However, all invoices shall be presented to the City, and shall be fully itemized showing bid pricing to arrive at the final total invoice amount:

- a. City department that ordered the materials or services
- b. Order date
- c. Delivery date or the date of services
- d. Name of the City employee that requested or picked up the goods, materials, or service
- e. Bid number or City approved resolution number

- f. Itemized pricing, showing calculations to correspond with bid pricing including but not limited to hourly rates and markup percentages

24. SIGNING OF AGREEMENT

Not applicable

25. MATERIALS GUARANTY

Before any bid is awarded, Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

26. FAMILIARITY WITH LAWS

Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

27. INDEMNIFICATION

To the extent of the limits of the Contractor's Commercial General Liability Insurance, the Contractor shall indemnify and hold harmless the City of Fayetteville against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of the Contractor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

28. ADDITIONAL LAWS AND REGULATIONS

- a. If applicable, Bidder shall perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
- b. Any use of a third-party dumpster or roll-off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll-off container is not allowed.
- c. Open burning and blasting are not allowed on City projects.
- d. Contractor is responsible for obtaining all applicable permits; however, fees for City-issued permits shall be waived.

END OF INSTRUCTIONS TO BIDDERS

City of Fayetteville

Bid 25-33, Low-Profile Equipment Trailers

SECTION 03: REFERENCES

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

COMPANY NAME: Holden Industries, Inc

NUMBER OF YEARS IN BUSINESS: 56 HOW LONG IN PRESENT LOCATION: 51

TOTAL NUMBER OF CURRENT EMPLOYEES: 31 FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 31 FULL TIME 0 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. LCRA-Louisiana Colorado River

COMPANY NAME

Austin TX 78767

CITY, STATE, ZIP

Cody Kincaid

CONTACT PERSON

512-730-6336

TELEPHONE

February 4th 2025

DATE COMPLETED

Cody.Kincaid@LCRA.ORG

E-MAIL ADDRESS

2. City of Raleigh

COMPANY NAME

Raleigh NC 27604

CITY, STATE, ZIP

Tyler Carpenter

CONTACT PERSON

919-996-5623

TELEPHONE

Jan 23rd 2025

DATE COMPLETED

Tyler.Carpenter@Raleighnc.gov

E-MAIL ADDRESS

3. NC Forestry

COMPANY NAME

Rockingham NC 28379

CITY, STATE, ZIP

Jim Aldridge

CONTACT PERSON

919-636-0477

TELEPHONE

January 16th 2025

DATE COMPLETED

Jim.Aldridge@NCAFR.gov

E-MAIL ADDRESS

4. Idaho State Police

COMPANY NAME

Meridian ID 83642

CITY, STATE, ZIP

Debie Beavers

CONTACT PERSON

208-884-7033

TELEPHONE

Jan 29th 2025

DATE COMPLETED

Debie.Beavers-Rudolph@ISP.

E-MAIL ADDRESS

Idaho.gov

City of Fayetteville
Bid 25-33, Low-Profile Equipment Trailers
SECTION 04: BID FORM

1. DISCLOSURE INFORMATION

Upon signing this Bid, the bidder certifies the following:

- a. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

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

X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

- b. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
- c. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
- d. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
- e. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
- f. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

- g. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- h. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.

2. ADDENDA ACKNOWLEDGEMENT:

Acknowledge receipt of addenda for this invitation to bid by signing and dating below. All addendums are hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	<i>Rob B. Moore</i> Rob B. Moore	3/4/2025

3. DEBARMENT CERTIFICATION

- a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

4. SIGNATURE SUBMITTAL

*NAME OF COMPANY: Molden Industries Inc
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Molden Industries, Inc

*BUSINESS ADDRESS: 5624 S. State Highway 43

*CITY: Southwest City *STATE: MO *ZIP: 64863

*PHONE: 800-488-4487 FAX: 417-762-3464

*E-MAIL: Sales @ MoldenTrailers.com

*TAX ID NUMBER: 43-0917528 ^{Missouri} AR SECRETARY OF STATE FILING #: 00135969

UNIQUE ENTITY NUMBER: ER6P4UD7Y M19 CAGE NUMBER: 7M245

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

SIGNATURE: Rob Brooks

PRINTED NAME: Rob Brooks

TITLE: Vice President DATE: 3/6/2025

END OF BID FORM

ALL BIDDERS SHALL SUBMIT THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATIONS" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER: When given a specification option containing a blank (example a. ____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 It is the intent of the following specifications to describe a low-profile equipment trailer. The City of Fayetteville intends to purchase trailers on an as needed basis throughout 2025. Pricing shall remain firm through December 31st, 2025.
- 1.2 This bid is for equipment only.
- 1.3 All specifications are written to minimums, unless otherwise noted.
- 1.4 All unit(s) bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
- 1.5 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.

2. MANUFACTURER/MODEL –

- a. Yes Trailer shall be a minimum of 102" wide.
- b. Yes Trailer shall be equipped with a minimum of 3/16" no slip drive over fenders.
- c. Yes Trailer shall be equipped with a 16" square tubing top rail in front of the fenders.
- d. Yes Trailer shall be equipped with two (2) 60" heavy-duty stand-up ramps with spring assist.
- e. Yes Trailer shall be equipped with two (2) 12,000lbs jacks.
- f. Yes Trailer shall be equipped with rub rail and stake pockets.
- g. Yes Trailer shall be 18' long plus a 3' dovetail with metal cleats. The total length of the trailer shall be 21'.
- h. Yes Trailer shall be equipped with two (2) 10,000lbs oil bath torsion axles with 82" between the fenders.
- i. Yes Trailer shall be equipped with a 10" frame, or larger.
- j. Yes Trailer shall be equipped with 16 ply tires and include a spare.
- k. Yes Crossmembers shall have a 12" center.
- l. Yes Trailer floor shall be made from either pine or oak.
- m. Yes Trailer shall be equipped with LED lights, including reverse lights, with enclosed wiring.

- n. Yes Trailer shall be equipped with six at least (6) EA D-rings, four (4) in front of the fenders and two (2) behind the fenders.
- o. Yes Trailer shall be equipped with an adjustable pintle hitch and a flat plate.

Bid 25-33, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday, February 28, 2025

To: All Prospective Vendors

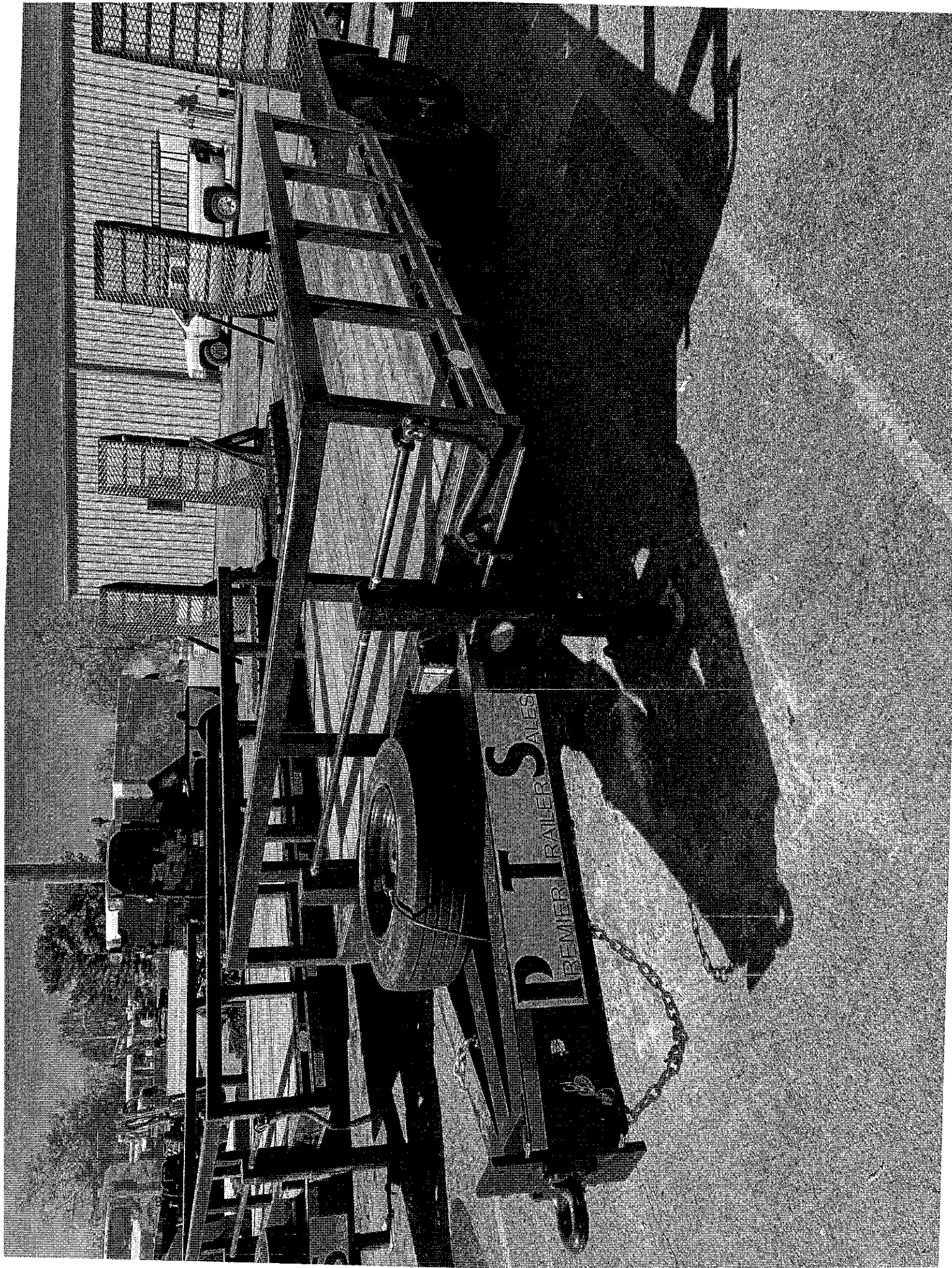
From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 25-33, Low-Profile Equipment Trailers

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

- **DEADLINE EXTENSION:**
 - Due to the following changes of the specifications, the deadline for bid submission has been extended to Tuesday, March 11th at 3:00pm. An updated bid form has replaced the previous bid form to reflect the extended deadline and changes to the specifications.
- **QUESTION:**
 - Regarding Technical Specification 2c, a 16" square tubing top rail in front of the fenders is not a typical feature on equipment trailers. Is this rail intended to be custom, or was there a make and model used for this specification?
 - This rail is likely to be custom. Pictures of a current City of Fayetteville trailer with the specified rails will be attached to this addendum for clarification.
- **SPECIFICATION CHANGES:**
 - Technical Specification 2d has been changed to "Trailer shall be equipped with two (2) 60" heavy-duty stand-up ramps with spring assist."
 - Technical Specification 2g has been changed to "Trailer deck shall be 18' long plus a 3' dovetail with metal cleats. The total length of the trailer shall be 21'."
- **ATTACHMENT:**
 - Trailer Photo



**CUSTOMER QUOTATION**

Date / Quote No: 030625-1259HU 3/6/2025 12:59

Holden Industries, Inc.

5624 S State Hwy 43
Southwest City, MO 64863
Phone (417) 762-3218
Fax (417) 762-3464
Rob Brooks
rbrooks@holdentrailers.com

Customer Name: Fayetteville Water & Sewer**Address:** 113 West Mountain Street
Fayetteville, AR 72701**Contact:** Kenny Fitch**Phone / Fax:** 479-575-8203**Email:** kfitch@fayetteville-ar.gov

Line#	Description	Qty	Price Ea.	Extended Price
Trailer Model:	Holden HUT20	1	\$ 19,462.00	\$ 19,462.00
	pintle pull utility trailer			
Axles:	Tandem 10,000 capacity each, rubber torsion with grease zerts			
Tires:	215/75R17.5" LR-H, 16-ply radials			
Wheels:	6" x 16", 8-hole disc with lug nut torque markers			
Spare:	one matching spare with mount on tongue			
Brakes:	electric on all wheels with DOT breakaway kit, battery & charger			
Suspension:	slipper spring, underslung			
Deck Length:	21' total including 18' flat plus 3' cleated beavertail			
Deck Width:	79"			
Ramps:	60" long lined with 4 expanded metal and spring assist stand up bars			
Decking:	2" treated pine			
Drawbar length:	5' long A-frame			
Overall width:	102"			
Lights:	LED Sealed beam, rubber mounted with reverse lights			
Wiring:	sealed modular harness with 7-way slotted RV type electric plug			
Towing device:	3" ID adjustable pintle eye with flat nose plate			
Jacks:	tandem 12000 lbs. jacks w/ spring loaded drop leg with driver's side crank			
Fenders:	3/16" steel treadplate drive over fenders lined with with raised expanded metal for no slip traction			
Safety chains:	3/8" P-70 w/safety hooks			
Stake pockets:	6 pair with rub rails			
D-rings:	6 each, 4 ahead of fenders and 2 behind fenders			
Top rails:	square tubing x 16" tall around front of deck			
Frame:	10" channel iron with 3" channel crossmembers on 12" centers stacked on top of main beams			

Color: Black with DOT conspicuity striping

Delivered to Fayetteville, AR

Total: \$ 19,462.00

3/6/2025 12:59 PM

Submitted on MM 31/6/2025



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

INVITATION TO BID

Bid 25-33, Low-Profile Equipment Trailers

DEADLINE: Tuesday, March 11, 2025 before 3:00 PM, Local Time

CONTACT: Sr. Procurement Agent Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE & ADVERTISEMENT: 02/09/25

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

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

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

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid 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 Division.

City of Fayetteville
Bid 25-33, Low-Profile Equipment Trailers
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-33, Low-Profile Equipment Trailers

The City of Fayetteville is seeking bids from qualified vendors for the purchase of low-profile equipment trailers on an as needed basis throughout 2025. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Wednesday, March 05, 2025 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>.

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

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

Any bidder providing a service shall be registered with the Arkansas Secretary of State prior to the bid award. The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Kenny Fitch, Sr Procurement Agent
P: 479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 02/09/2025

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

Amount paid: \$171.13.

City of Fayetteville
Bid 25-33, Low-Profile Equipment Trailers
SECTION 01: TERMS AND CONDITIONS

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- d. Bidders shall have experience in providing products and/or services of the same or similar nature.
- e. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located through the City's third-party bidding software.
- g. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF BID:

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

8. LATE BID OR MODIFICATIONS:

- a. Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 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 St., Fayetteville, AR.

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Arkansas apply to any purchase made under this bid. Bidders 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.

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

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

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. INSURANCE:

Not applicable

26. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.

- c. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- d. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- e. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- f. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- g. NOTE: Any uncertainties shall be brought to the attention to Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- h. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- i. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit bids meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- j. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

- I. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. ATTACHMENTS:

The following is being provided as additional information to the Bidder:

Appendix A: Technical Specifications

END OF TERMS AND CONDITIONS

City of Fayetteville
25-33, Low-Profile Equipment Trailers
SECTION 02: INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- a. Bidder – One who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- b. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- c. Successful Bidder – The lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- d. Local Time – Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.
- e. Substitution – Item(s) of material, equipment, or substrate that differs in application method, material, warranty, and/or performance as outlined in the specifications. Substitution requests shall be submitted to the Purchasing Division by bid question deadline. Substitution requests will be addressed via addendum.
- f. Equivalent (or Equal) – Item(s) of material, equipment, or substrate that meets the application method, material, and performance but may differ in manufacturer and/or warranty from what is specified. Item(s) meeting these criteria shall be considered equal at time of bid. Named manufacturers within the specifications shall be used as a basis of design in regard to establishing a minimum performance standard.

2. COPIES OF BIDDING DOCUMENTS

- a. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- b. Complete sets of Bidding Documents must be used in preparing Bids. City of Fayetteville does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c. City of Fayetteville in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- a. Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- b. Bidders shall promptly notify the Purchasing Division of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

- c. On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- d. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given the Purchasing Division written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4. AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

Not applicable

5. INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- a. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Purchasing Division not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- b. Interpretation or correction of proposed Bidding Documents or Contract Documents will be made only by Addendum through the City's online bidding portal. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- c. Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

6. APPROXIMATE ESTIMATE OF QUANTITIES

Estimated quantities are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

7. BID PRICING

- a. Bidders must state a price for each item of work named in the Bid. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, supervision, materials, tools, equipment, transportation and services to construct, erect, and finish completely all the work in this Contract.
- b. Prices shall include all labor, supervision, materials, equipment, transportation, and services necessary to adequately perform the scope of work.

- c. Hourly labor rates and markup percentages bid shall include but is not limited to all labor cost, insurance, mobilization, overhead, profit, travel time, bonding, mileage, etc. Prices quoted shall be firm for the term of the contract. The City shall not be charged any additional fees including but not limited to insurance premiums, mobilization, fuel surcharges, etc.
- d. Line item pricing involving markup percentages on materials shall be input as a DECIMAL amount. For example, if a bidder were to bid a markup of 10%, this percentage would need to be inserted into the line item pricing as ".10" to calculate a 10% increase over the cost of the material.
- e. Billable hours shall include reasonable drive time to and from Point of Dispatch. Hourly rates shall be inclusive of all fees. No fuel, mileage, surcharge, or additional fees shall be added to any invoice. Point of Dispatch shall be defined as the closest office to the City of Fayetteville, located at 113 W. Mountain St., Fayetteville, AR 72701. Point of Dispatch address shall be on the bid form page of submittal.
- f. Bidder shall state any discounts to apply. Discounts shall be shown for individual items unless all items have the same percentage of discounts.

8. BID FORM

- a. Bids are due as indicated in the Advertisement for Bids.
- b. Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- c. Acceptance of alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form (if applicable). The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- d. No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

9. SIGNATURE ON BIDS

- a. If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- b. All names must be typed or printed in black ink below the signature.
- c. The address and telephone number for communications regarding the Bid must be shown.
- d. Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- e. The Bid shall also contain a signed acknowledgment of receipt of all Addenda.
- f. Bidder shall have a valid Arkansas Contractor's License prior to the bid award. Bidder shall have a current, valid registration with the Arkansas Secretary of State prior to the bid award.

g. Bidder shall not be debarred from doing business with any government entity.

10. BID BOND

Not applicable

11. PERFORMANCE AND PAYMENT BONDS

Not applicable

12. INSURANCE REQUIREMENTS

Not applicable

13. CONTRACT TERMS

Not applicable

14. SUBSTANTIAL/FINAL COMPLETION

Not applicable

15. LIQUIDATED DAMAGES

Not applicable

16. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

17. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

18. DISQUALIFICATIONS OF BIDDERS

Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids:

- a. More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- c. Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- d. Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

- e. Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- f. Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

19. OPENING OF BIDS

Bids will be opened and read aloud publicly in a room designated by City of Fayetteville the day of the bid deadline. A bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

20. EVALUATION OF BIDS

- a. After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the bids will confirm the low bidder(s).
- b. In evaluating Bids, City of Fayetteville will consider the qualifications of bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection(s).
- c. City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection(s).

21. RIGHT TO REJECT BIDS

- a. City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- b. City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

22. PRICING

Not applicable

23. INVOICING

Quotes shall be prepared using bid pricing and are not required to be itemized to reflect bid pricing. However, all invoices shall be presented to the City, and shall be fully itemized showing bid pricing to arrive at the final total invoice amount:

- a. City department that ordered the materials or services
- b. Order date
- c. Delivery date or the date of services
- d. Name of the City employee that requested or picked up the goods, materials, or service
- e. Bid number or City approved resolution number

- f. Itemized pricing, showing calculations to correspond with bid pricing including but not limited to hourly rates and markup percentages

24. SIGNING OF AGREEMENT

Not applicable

25. MATERIALS GUARANTY

Before any bid is awarded, Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

26. FAMILIARITY WITH LAWS

Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

27. INDEMNIFICATION

To the extent of the limits of the Contractor's Commercial General Liability Insurance, the Contractor shall indemnify and hold harmless the City of Fayetteville against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of the Contractor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

28. ADDITIONAL LAWS AND REGULATIONS

- a. If applicable, Bidder shall perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
- b. Any use of a third-party dumpster or roll-off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll-off container is not allowed.
- c. Open burning and blasting are not allowed on City projects.
- d. Contractor is responsible for obtaining all applicable permits; however, fees for City-issued permits shall be waived.

END OF INSTRUCTIONS TO BIDDERS

City of Fayetteville

Bid 25-33, Low-Profile Equipment Trailers

SECTION 03: REFERENCES

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

COMPANY NAME: Molden Industries, Inc

NUMBER OF YEARS IN BUSINESS: 56 HOW LONG IN PRESENT LOCATION: 51

TOTAL NUMBER OF CURRENT EMPLOYEES: 31 FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 31 FULL TIME 0 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. LCRA-Louisiana Colorado River

COMPANY NAME

Austin TX 78767
CITY, STATE, ZIP

Cody Kincaid
CONTACT PERSON

512-730-6336
TELEPHONE

February 4th 2025
DATE COMPLETED

Cody.Kincaid@LCRA.ORG
E-MAIL ADDRESS

3. NC Forestry

COMPANY NAME

Rockingham NC 28379
CITY, STATE, ZIP

Jim Aldridge
CONTACT PERSON

919-636-0477
TELEPHONE

January 16th 2025
DATE COMPLETED

Jim.Aldridge@NCAFR.gov
E-MAIL ADDRESS

2. City of Raleigh

COMPANY NAME

Raleigh NC 27669
CITY, STATE, ZIP

Tyler Carpenter
CONTACT PERSON

919-996-5623
TELEPHONE

Jan 23rd 2025
DATE COMPLETED

Tyler.Carpenter@Raleighnc.gov
E-MAIL ADDRESS

4. Idaho State Police

COMPANY NAME

Meridian ID 83642
CITY, STATE, ZIP

Debie Beavers
CONTACT PERSON

208-884-7033
TELEPHONE

Jan 29th 2025
DATE COMPLETED

Debie.Beavers-Rudolph@ISP.
E-MAIL ADDRESS

Idaho.gov

City of Fayetteville
Bid 25-33, Low-Profile Equipment Trailers
SECTION 04: BID FORM

1. DISCLOSURE INFORMATION

Upon signing this Bid, the bidder certifies the following:

- a. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

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

X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

- _____
- b. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
- c. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
- d. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
- e. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
- f. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

- g. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- h. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.

2. ADDENDA ACKNOWLEDGEMENT:

Acknowledge receipt of addenda for this invitation to bid by signing and dating below. All addendums are hereby made a part of the bid documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Rob B Moore Rob B Moore	3/4/2025

3. DEBARMENT CERTIFICATION

- a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
- b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- c. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

4. SIGNATURE SUBMITTAL

*NAME OF COMPANY: Holden Industries Inc
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Holden Industries, Inc

*BUSINESS ADDRESS: 5624 S. State Highway 43

*CITY: Southwest City *STATE: MO *ZIP: 64863

*PHONE: 800-488-4487 FAX: 417-762-3464

*E-MAIL: Sales@HoldenTrailers.com

*TAX ID NUMBER: 43-0917528 AR SECRETARY OF STATE FILING #: 00135969
Missouri

UNIQUE ENTITY NUMBER: ER6P4UD74M19 CAGE NUMBER: 7M245

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

SIGNATURE: Rob Brooks

PRINTED NAME: Rob Brooks

TITLE: Vice President DATE: 3/6/2025

END OF BID FORM

ALL BIDDERS SHALL SUBMIT THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATIONS" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER: When given a specification option containing a blank (example a. ____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 It is the intent of the following specifications to describe a low-profile equipment trailer. The City of Fayetteville intends to purchase trailers on an as needed basis throughout 2025. Pricing shall remain firm through December 31st, 2025.
- 1.2 This bid is for equipment only.
- 1.3 All specifications are written to minimums, unless otherwise noted.
- 1.4 All unit(s) bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.
- 1.5 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.

2. MANUFACTURER/MODEL –

- a. Yes Trailer shall be a minimum of 102" wide.
- b. Yes Trailer shall be equipped with a minimum of 3/16" no slip drive over fenders.
- c. Yes Trailer shall be equipped with a 16" square tubing top rail in front of the fenders.
- d. Yes Trailer shall be equipped with two (2) 60" heavy-duty stand-up ramps with spring assist.
- e. Yes Trailer shall be equipped with two (2) 12,000lbs jacks.
- f. Yes Trailer shall be equipped with rub rail and stake pockets.
- g. Yes Trailer shall be 18' long plus a 3' dovetail with metal cleats. The total length of the trailer shall be 21'.
- h. Yes Trailer shall be equipped with two (2) 10,000lbs oil bath torsion axles with 82" between the fenders.
- i. Yes Trailer shall be equipped with a 10" frame, or larger.
- j. Yes Trailer shall be equipped with 16 ply tires and include a spare.
- k. Yes Crossmembers shall have a 12" center.
- l. Yes Trailer floor shall be made from either pine or oak.
- m. Yes Trailer shall be equipped with LED lights, including reverse lights, with enclosed wiring.

- n. Yes Trailer shall be equipped with six at least (6) EA D-rings, four (4) in front of the fenders and two (2) behind the fenders.
- o. Yes Trailer shall be equipped with an adjustable pintle hitch and a flat plate.

Bid 25-33, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday, February 28, 2025

To: All Prospective Vendors

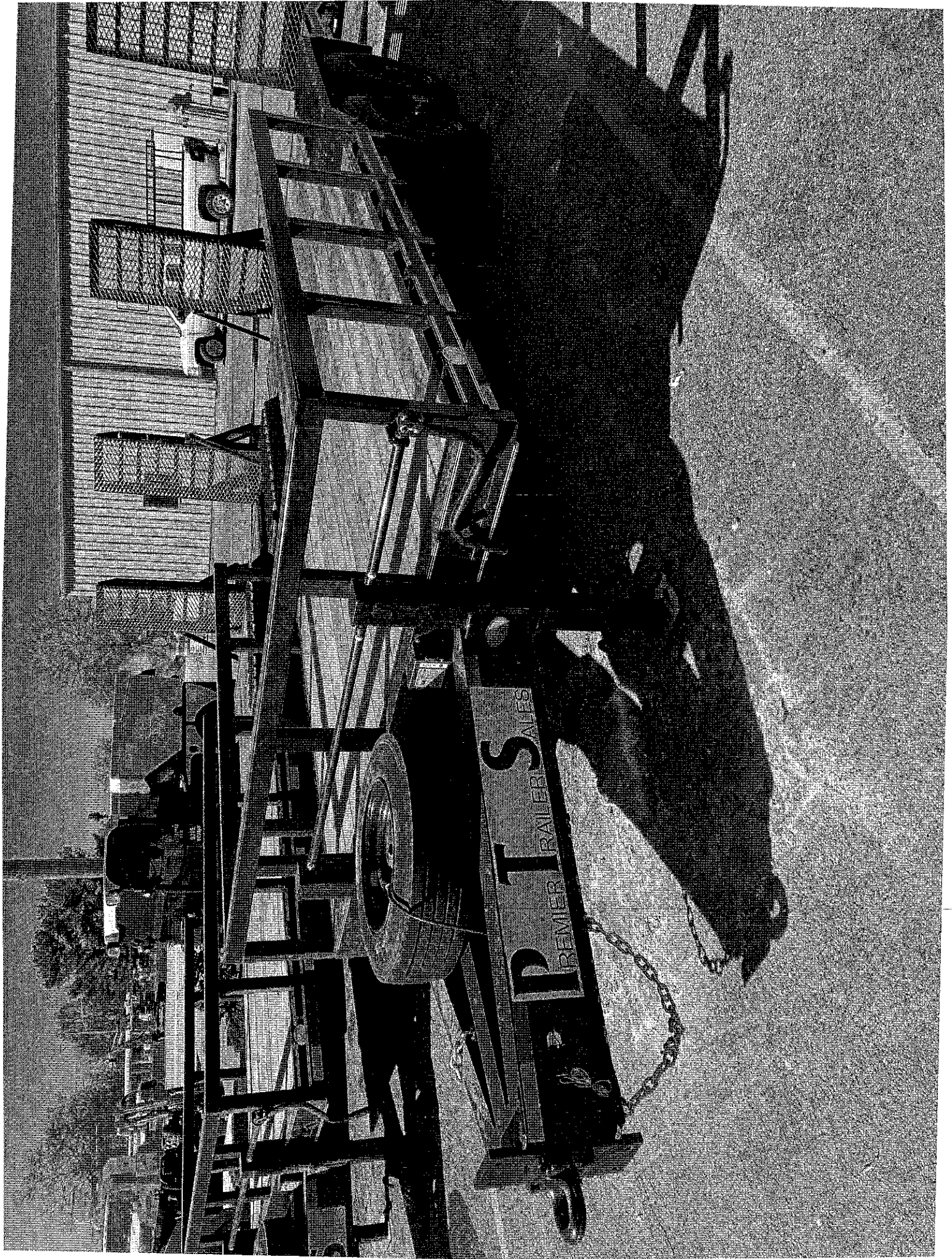
From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 25-33, Low-Profile Equipment Trailers

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

- **DEADLINE EXTENSION:**
 - Due to the following changes of the specifications, the deadline for bid submission has been extended to Tuesday, March 11th at 3:00pm. An updated bid form has replaced the previous bid form to reflect the extended deadline and changes to the specifications.
- **QUESTION:**
 - Regarding Technical Specification 2c, a 16" square tubing top rail in front of the fenders is not a typical feature on equipment trailers. Is this rail intended to be custom, or was there a make and model used for this specification?
 - This rail is likely to be custom. Pictures of a current City of Fayetteville trailer with the specified rails will be attached to this addendum for clarification.
- **SPECIFICATION CHANGES:**
 - Technical Specification 2d has been changed to "Trailer shall be equipped with two (2) 60" heavy-duty stand-up ramps with spring assist."
 - Technical Specification 2g has been changed to "Trailer deck shall be 18' long plus a 3' dovetail with metal cleats. The total length of the trailer shall be 21'."
- **ATTACHMENT:**
 - Trailer Photo





CUSTOMER QUOTATION

Date / Quote No: 031025-0858HU 3/10/2025 8:59

Holden Industries, Inc.

5624 S State Hwy 43
Southwest City, MO 64863
Phone (417) 762-3218
Fax (417) 762-3464
Rob Brooks
rbrooks@holdentrailers.com

Customer Name: Fayetteville Water & Sewer
Address: 113 West Mountain Street
Fayetteville, AR 72701
Contact: Kenny Fitch
Phone / Fax: 479-575-8203
Email: kfitch@fayetteville-ar.gov

Line#	Description	Qty	Price Ea.	Extended Price
-------	-------------	-----	-----------	----------------

Trailer Model:	Holden HUT20	2	\$ 18,489.00	\$ 36,978.00
	pintle pull utility trailer			
Axles:	Tandem 10,000 capacity each, rubber torsion with grease zerts			
Tires:	215/75R17.5" LR-H, 16-ply radials			
Wheels:	6" x 16", 8-hole disc with lug nut torque markers			
Spare:	one matching spare with mount on tongue			
Brakes:	electric on all wheels with DOT breakaway kit, battery & charger			
Suspension:	slipper spring, underslung			
Deck Length:	21' total including 18' flat plus 3' cleated beavertail			
Deck Width:	79"			
Ramps:	60" long lined w/4 expanded metal and spring assist stand up bars			
Decking:	2" treated pine			
Drawbar length:	5' long A-frame			
Overall width:	102"			
Lights:	LED Sealed beam , rubber mounted with reverse lights			
Wiring:	sealed modular harness with 7-way slotted RV type electric plug			
Towing device:	3" ID adjustable pintle eye with flat nose plate			
Jacks:	tandem 12000 lbs. jacks w/ spring loaded drop leg with driver's side crank			
Fenders:	3/16" steel treadplate drive over fenders lined with with raised expanded metal for no slip traction			
Safety chains:	3/8" P-70 w/safety hooks			
Stake pockets:	6 pair with rub rails			
D-rings:	6 each, 4 ahead of fenders and 2 behind fenders			
Top rails:	square tubing x 16" tall around front of deck			
Frame:	10" channel iron with 3" channel crossmembers on 12: centers stacked on top of main beams			

Color: Black with DOT conspicuity striping

Delivered to Fayetteville, AR

Total: \$ 36,978.00

3/10/2025 8:59 AM



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **ACME TRENCHLESS, INC. (PURCHASE AGREEMENT):**

RECOMMENDATION:

APPROVAL OF A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND PURCHASE (1) EXCAVATOR ATTACHMENT WITH ACCESSORIES FROM ACME TRENCHLESS INC. OF RIPON WISCONSIN FOR \$31,278.75 WITH ANY ADDITIONAL TAXES, SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND APPROVAL OF A BUDGET ADJUSTMENT.

BACKGROUND:

This unbudgeted expansion (WSEW_F084) for the Water Sewer Department is to be exactly like the expansion Pipe Puller approved with the FY25 budget and approved March 4, 2025 with City Council Resolution 69-25 presented with a bid waiver. Water Sewer has been renting one for a few months while their initial expansion is awaiting final assembly and delivery. ACME will be quoting a lower price on this second pipe puller based upon rental fees paid to date.

DISCUSSION:

This custom-made attachment will allow existing water sewer mini-excavators to pull old PE lines out of the ground while pulling in new copper-coated water lines behind without digging up the existing roads. This will reduce labor, equipment run time costs and allow the newly approved Water Sewer Construction crew to replace water lines at a substantial savings to the city. According to the Water Sewer Department, the City has approximately 800-1000 2-inch service lines and the ACME Trenchless would be the only puller capable of repairing these water lines. Lastly, the ACME was the only product capable of pulling up to 120' of 2-inch lines; the other product would only be capable of 80' pulls of 1-inch lines.

BUDGET/STAFF IMPACT:

A budget adjustment is attached for your approval.

This item was unanimously approved by the Equipment Committee on April 8th.

ATTACHMENTS: SRF (#3) , BA (#4), Estimate - 32556 (#5), ACME Price Confirmation (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-520

ACME TRENCHLESS, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF ONE EXCAVATOR ATTACHMENT WITH ACCESSORIES FROM ACME TRENCHLESS INC. IN THE AMOUNT OF \$31,278.75 PLUS ANY ADDITIONAL FREIGHT CHARGES AND DELIVERY FEES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on March 4, 2025, City Council approved Resolution 69-25 that waived competitive bidding and approved the purchase of one excavator attachment with accessories from ACME Trenchless Inc; and

WHEREAS, Water Sewer has been renting one while their initial expansion is awaiting final assembly and delivery; and

WHEREAS, a second custom-made attachment will allow existing water sewer mini-excavators to pull old PE lines out of the ground while pulling in new copper-coated water lines without digging up the existing roads, which will reduce labor and equipment run time costs and will allow the newly approved Water Sewer Construction crew to replace water lines at a substantially lower cost to the city; and

WHEREAS, there are only two known manufacturers of this type of product and the Pipe Puller from Acme Trenchless provides the only solution for removing pipes with a 2-inch diameter; and

WHEREAS, the City is receiving a lower price on this second pipe puller based upon rental fees paid to date.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of one excavator attachment with accessories from ACME Trenchless Inc. in the amount of \$31,278.75 plus any additional freight charges and delivery fees.

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

2025-520

Item ID

5/6/2025

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

Ross Jackson

4/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNSEL APPROVES A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND PURCHASE (1) EXCAVATOR ATTACHMENT WITH ACCESSORIES FROM ACME TRENCHLESS INC. OF RIPON WISCONSIN FOR \$31,278.75 WITH ANY ADDITIONAL TAXES, SURCHARGES, FREIGHT CHARGES AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND APPROVE A BUDGET ADJUSTMENT. THIS WILL BE EXPANSION UNIT 9371 (WSEW_F084)

Budget Impact:

9700.770.1920-5802.00

FLEET

Account Number

Fund

02077.2025

Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,816,936.00

Expenses (Actual+Encum)

\$ 1,693,229.42

Available Budget

\$ 123,706.58

Does item have a direct cost? Yes

Item Cost

\$ 31,278.75

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 31,279.00

Remaining Budget

\$ 123,706.83

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2025	Division /Org2 FLEET OPERATIONS (770) Requestor: Chelsey Voden	Adjustment Number
--------------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Water and Sewer in need of an addional pipe pulling attachment. This attachment will allow existing equipment to pull out old PE lines out of theground while pulling the new copper coated water lines without digging up theexisting roads. This will reduce labor, equipment run time costs and allow the newlyapproved Water Sewer Construction crew to replace water line at a substantialavings to the City. This will be expansion unit 9371, WSEW_F084.

RESOLUTION/ORDINANCE	COUNCIL DATE:	5/6/2025
	ITEM ID#:	2025-520
	<i>Holly Black</i>	
	<i>4/16/2025 7:47 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL	31,279	31,279					v.2025311
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
5400.720.1840-5801.00	(31,279)	-	13019	1	EX	Fixed Assets	
5400.720.1840-7602.70	31,279	-	13019	1	EX	Transfers To Funds - Shop	
9700.770.1920-6602.40	-	31,279	02077	2025	RE	Transfer from Fund - Water & Sewer	
9700.770.1920-5802.00	31,279	-	02077	2025	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	(31,279)	-	02077	2025	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	31,279	-	97000	5400.720	EX	Vehicles & Equipment - base	
9700.770.1920-6602.40	(31,279)	-	02077	2025	RE	Transfer from Fund - Water & Sewer	
9700.770.1920-6602.40	31,279	-	97000	5400.720	RE	Transfer from Fund - Water & Sewer	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					

Acme Trenchless Inc
W13355 Co Rd KK
Ripon, WI 54971
920-376-4222



Quote

Date	Quote #
3/10/2025	249

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

Ship To
City of Fayetteville 1525 S Happy Hollow Road Fayetteville, AR 72701

P.O. Number	Quote Valid For	Terms	FOB		Rep
	30 days	CBS	Ripon WI		DW
MPN	Item	Description	Qty	Cost	Total
101	The ACME Pipe Winch	Model PWT 2060 Hydraulic pipe pulling winch assembly complete w/ Quick coupler attachment, hydraulic hoses, cable drag, face plate, L & R foot, foot fairlead Sales Tax	1	28,500.00 9.75%	28,500.00T 2,778.75
			Total		\$31,278.75

Beilfuss, Amanda

From: Jackson, Ross
Sent: Wednesday, April 16, 2025 11:02 AM
To: Beilfuss, Amanda
Subject: FW: Acme Quote

See below on the ACME Pipe Puller.

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221



From: Dave Williams <davewilliams@acmetrenchless.com>
Sent: Wednesday, April 16, 2025 11:00 AM
To: Jackson, Ross <rjackson@fayetteville-ar.gov>
Subject: Re: Acme Quote

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

Hello Ross, I will update the quote, however the price is still accurate.

Regards
Dave

On Wed, Apr 16, 2025, 10:55 AM Jackson, Ross <rjackson@fayetteville-ar.gov> wrote:

Please update the attached email and respond if this quote is still accurate.

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

City of Fayetteville, Arkansas 72701

T 479-444-3494

F 479-444-3425

C 479-879-6221





MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **RANDALL FORD OF FORT SMITH (PURCHASE CONTRACT):**

RECOMMENDATION:

RECOMMEND COUNCIL APPROVAL OF ONE (1) FORD EXPLORER, ONE (1) FORD F550 AND (1) HYBRID FORD F150 FROM RANDALL FORD INC OF FORT SMITH FOR \$195,470.98 PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE IN ACCORDANCE TO ORDINANCE 6491 AND APPROVAL OF A BUDGET ADJUSTMENT.

BACKGROUND:

Asset 1457 (BLSF_F013) is an approved FY25 expansion according to resolution 61-25 for community development.

Asset 3039 (TRAN_F137) is an approved FY25 expansion for the transportation department.

Asset 2224 (2319 - WSEW_F073) will be an early replacement for water sewer.

DISCUSSION:

Through resolution 61-25 Council approved the expansion of (1) vehicle for Community Development. The F550 expansion unit for transportation was approved through the 2025 budget process. Unit 2224 is an early replacement due to mechanical failure. The cost of repair unit 2224 exceeds the value of the vehicle with the required repairs. The current asset is getting 11-12 MPG. The new Hybrid will be estimated at 20-23 MPG. This will bring about an \$8-9,000 dollar fuel saving over the life of the vehicle and reduce 28.5 metric tons of CO2 emissions.

BUDGET/STAFF IMPACT:

Both expansion vehicles are within budget. A budget adjustment is being presented for your approval for the early replacement of unit 2224.

These units were unanimously approved at the April 8th Equipment Committee.

ATTACHMENTS: SRF (#3), BA (#4), Vehicle Purchase Ordinance (#5), F150 - Quote Request (#6), Randall Ford - \$48,685.00 (#7), Lewis - \$54,214.00 (#8), F550 - Quote Request (#9), Randall Ford - \$104,194.98 (#10), Lewis - \$106,881.00 (#11), Explorer Contract Pricing (#12), Explorer Vehicle Specifications And Pricing (#13)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-517

RANDALL FORD OF FORT SMITH (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF A FORD EXPLORER, FORD F550 AND HYBRID FORD F150 FROM RANDALL FORD IN THE TOTAL AMOUNT OF \$195,470.98, PLUS ANY APPLICABLE TAXES, SURCHARGES, AND DELIVERY FEES PURSUANT TO ORDINANCE 6491, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Ford Explorer, a Ford F550 and a Hybrid Ford F150 from Randall Ford Inc. in the total amount of \$195,470.98, plus any applicable taxes, surcharges, and delivery fees pursuant to Ordinance 6491.

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

2025-517

Item ID

5/6/2025

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

Ross Jackson

4/14/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RECOMMEND COUNCIL APPROVAL OF (1) FORD EXPLORER, (1) F550 AND (1) HYBRID F150 FROM RANDALL FORD INC OF FORT SMITH FOR \$195,470.98 PLUS ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE IN ACCORDANCE TO ORDINANCE 6491 AND APPROVAL OF A BUDGET ADJUSTMENT. FORD EXPLORER EXPANSION UNIT TO BE UNIT 1457 (BLSF_013), F550 EXPANSION UNIT TO BE UNIT 3039 (TRAN_F137). 2224 REPLACED BY UNIT 2319 (WSEW_F073).

Budget Impact:

9700.770.1920-5802.00

FLEET

Account Number

Fund

02078.2025/ 02079.2025

Light/ Medium Trucks, Heavy Duty Utility
Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,491,957.00

Expenses (Actual+Encum)

\$ 685,258.63

Available Budget

\$ 806,698.37

Does item have a direct cost? Yes

Item Cost

\$ 195,470.98

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 50,000.00

Remaining Budget

\$ 661,227.39

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	

The engine on unit 2224 has had a catastrophic failure and is requiring replacement. The Fleet fund balance will be used for this purchase. The new unit will be 2319, WSEW_F073.

	COUNCIL DATE:	5/6/2025
	ITEM ID#:	2025-517
	<i>Holly Black</i> <i>4/16/2025 7:38 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2025311

McGaugh, Les

From: Bolinger, Chuck <CBolinger@penskeautomotive.com>
Sent: Friday, May 20, 2022 9:07 AM
To: McGaugh, Les
Subject: FW: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

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

Well not good news

Thanks

Chuck Bolinger

From: Robert E. Wheeler <robert.e.wheeler@gm.com>
Sent: Friday, May 20, 2022 8:29 AM
Subject: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

WARNING: This is from an **EXTERNAL** source. Please exercise caution opening attachments or clicking links and forward suspicious emails with the PhishAlarm button or emailing itssecurity@penskeautomotive.com

Immediate 2023MY Order Cutoff for all fleet order types for the following select vehicle lines and all models:

- Cadillac CT5
- Cadillac Escalade ESC
- Cadillac Escalade ESV
- Buick Enclave
- Chevrolet Tahoe
- Chevrolet PPV
- Chevrolet Suburban

Orders placed today, May 20, 2022 are at risk of cancellation.

Please contact your Customer Support Representative or 800-FLEET-OP if you have questions or concerns.

Don Kaiser
Manager- Customer Support Team

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is

included in this message.

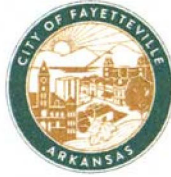
Confidentiality Note: This message is intended only for the person or entity to which it is addressed. It may contain confidential and/or privileged material. Any review, transmission, dissemination or other use, or taking of any action in reliance upon this message by persons or entities other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please contact the sender and delete it from your computer.



Penske Automotive Group and its subsidiaries will never sell or rent your email address in violation of applicable laws. To Opt-Out of future communications or to manage your information with us, click <http://optout.penskeautomotive.com> and inform us of the opt-out or change. Alternatively, you may send your written request to:

Penske Automotive Group
E-Commerce Department
2555 Telegraph Road, Bloomfield Hills, MI 48302.

This email and any files transmitted with it are confidential and intended solely for use of the individual or entity to whom they are addressed. Please delete all copies if you are not the intended recipient.



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

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0718

Agenda Date: 10/5/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

F150 Hybrid



Jackson, Ross

To Jackson, Ross

Bcc Jackson, Ross; Voden, Chelsey; Patrick Harrington; CJ Mitchell; Jeff Lee



Reply



Reply All



Forward



Thu 3/13/2025 10:36 AM

Good morning,

The City of Fayetteville Fleet Operations Division is looking to get quotes on the below listed item. Please provide a quote by Wednesday 03/19/25 by 3:30pm. If the quotes are not received by this date and time, they will be considered "NON-RESPONSIVE." All Quotes shall have the FORD FIN/FAN# QC689 code on the quote and corresponding discount applied. These items will be brought to City Council in April.

1. Ford F150 Hybrid, 4x4, Oxford White, Crew Cab, Vinyl Floors, Bed Liner, (1) Road Side Side-toolbox, Pro Power On-Board 7.2kw Inverter

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

City of Fayetteville, Arkansas 72701

T 479-444-3494

F 479-444-3425

C 479-879-6221



Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville

113 West Mountain St

Fayetteville, AR 72701

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555

Client Proposal

Prepared by:

PATRICK HARRINGTON

Office: 479-452-1311

Email: patrick@randallford.com

Quote ID: 0022

Date: 03/13/2025



Randall Ford Inc | 5500 Rogers Ave, Fort Smith, Arkansas, 729033748

Office: 479-452-1311

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Mr. Ross Jackson, Superintendent, City of Fayetteville

113 West Mountain St

Fayetteville, AR 72701

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Re: Quote ID 0022 03/13/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON

Fleet & Commercial Account Manager

479-452-1311

patrick@randallford.com

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs

Dimensions

- Conventional Capacity: 10,800 lbs.
- Fifth-wheel towing capacity: 7,100 lbs.
- Front brake diameter: 13.8"
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Front track: 67.9"
- Frame section modulus: 5.2 cu.in.
- Front bumper to front axle: 37.6"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"
- GCWR: 17,100 lbs.
- Gooseneck towing capacity: 7,100 lbs.
- Rear brake diameter: 13.2"
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Vehicle turning radius: 23.9'
- Rear track: 67.9"
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 155.8"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Capless fuel filler
- Electronic transfer case shift
- Auto locking hub control
- Hybrid horsepower 6000 RPM
- Hybrid torque 3000 RPM
- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential
- 430.0 hybrid net horsepower
- Hybrid torque 570.0 lbs.-ft.

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 23 mpg/23 mpg/23 mpg
- Fuel economy combined: 23 mpg
- Gasoline secondary fuel type
- Fuel economy city: 23 mpg
- Fuel economy highway: 23 mpg
- LEV3-ULEV70 emissions

Suspension and Handling

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- * **Tough Bed spray-in pickup bed liner**
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- P265/70RS17 AT BSW front and rear tires
- 4 doors
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Chrome front bumper
- Chrome rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver aluminum wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Full floor console
- Tailgate Assist easy lift tailgate
- Fixed rear windshield
- Locking glove box
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Smart device vehicle start control
- Power first-row windows
- Integrated pickup box storage
- Rear window defroster
- Front beverage holders
- 8 beverage holders

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates
- Rear door bins
- Instrument panel bin
- Retained accessory power
- Cabback insulator
- PRND in IP

Comfort

- Automatic climate control
- Cabin air filter
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- SYNC 4 external memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

- Digital/analog instrumentation display
- Trip odometer
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Oil pressure gauge
- Voltmeter
- Gauge cluster display size (inches): 12.00
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light
- Front LED fog lights
- Pickup box cargo light
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 6 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Lane Keeping Alert
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Pre-Collision Assist with Pedestrian Detection
- External acoustic pedestrian alert
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Remote panic alarm
- BLIS (Blind Spot Information System)
- Cross-Traffic Alert with Reverse Brake Assist collision mitigation
- Driver Alert
- Ford Co-Pilot360 - Evasive Steering Assist evasion assist system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Rear parking sensors
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	5,585 lbs.	Rear curb weight	2,324 lbs.
GVWR	7,400 lbs.	Payload	1,755 lbs.

Trailing Weights

Fifth-wheel towing capacity	7,100 lbs.	Gooseneck towing capacity	7,100 lbs.
Conventional capacity	10,800 lbs.	GCWR	17,100 lbs.

Front Weights

Front curb weight	3,261 lbs.	GAWR front	3,900 lbs.
Axle capacity front	3,900 lbs.	Spring rating front	3,900 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	4,150 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	4,150 lbs.	Tire/wheel capacity rear	4,498 lbs.

Off Road

Min ground clearance	9.4"	Loading floor height	34.9 "
----------------------	------	----------------------	--------

Exterior Measurements

Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Front brake diameter	13.8"	Cargo box length	66.0"
Rear brake diameter	13.2"	Cargo box min width	50.6"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	23.9'
Frame section modulus	5.2 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"	Front bumper to back of cab	155.8"

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
--------------------------------	-------------	--	-------------

Interior Volume

Total passenger volume	131.9 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
--------------------	-------	---------------------	-------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)*Legroom*

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	66.0"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	62.6"
--------------------------	-------	---------------------------	-------

Powertrain*Engine*

Engine 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine	Valves per cylinder	4	
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.5L	cc	213.3 cu.in.
Bore	3.64"	Stroke	3.41"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Alternator

Alternator amps	200A	Alternator type	Regular duty alternator
-----------------------	------	-----------------------	-------------------------

Battery

Battery amps	80Ah	Battery type	HD lead acid battery
Battery rating	800CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Start-stop engine	Auto stop-start engine
Drivetrain selectable	Driver selectable drivetrain mode		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control		
Drive Type			
4WD type	Part-time 4WD	Drive type	Four-wheel drive
Drivetrain			
Axle ratio	3.73		
Exhaust			
Tailpipe	Stainless steel single exhaust		
Fuel			
Fuel type	regular unleaded		
Fuel Tank			
Capless fuel filler	Capless fuel filler	Fuel tank capacity	30.59 gal.
Drive Feature			
Traction control	All-speed ABS and driveline traction control	Locking hub control	Auto locking hub control
Transfer case	Electronic transfer case shift	Rear locking differential	Driver selectable rear locking differential
Electric Powertrain			
Hybrid torque	Hybrid torque 570.0 lbs.-ft.	Hybrid net horsepower	430.0 hybrid net horsepower
Hybrid horsepower RPM	Hybrid horsepower 6000 RPM	Hybrid torque RPM	Hybrid torque 3000 RPM
Electric motor output	47 HP electric motor output	Number of electric motors	1
Electric powertrain	PowerBoost HEV (hybrid electric vehicle)	Electric motor 1 location	Front electric motor location
Electric Vehicle Battery Pack			
Traction battery type	lithium ion (Li-ion)	Gross traction battery capacity	1.5 kWh gross traction battery capacity

Fuel Economy and Emissions

Fuel Economy			
Secondary fuel type	Gasoline secondary fuel type	Fuel economy combined	23 mpg
Fuel economy city	23 mpg	Fuel economy highway	23 mpg
Fuel economy (city/highway/combined)	23 mpg/23 mpg/23 mpg	Fuel economy status	Previous year fuel economy status
Emissions			

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

Emissions	LEV3-ULEV70 emissions	Emissions tiers	Tier 3 Bin 70 emissions
<i>Green Values</i>			
Energy Impact Score (Barrels per year)	12.9	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	7.7

Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
-------------------	-------------------	---------------------	---------------------

Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Double wishbone front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
-----------------------	-----------------------	---------------	--------------------

Rear Spring

Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs
--------------	-------------------	--------------	----------------------------

Rear Suspension

Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
----------------------	-----------------------------	---------------------------	----------------------------

Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Steering type number of wheels	2-wheel steering system		

Exterior

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

**2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)**

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)*Front Wheels*

Front wheels diameter	17"	Front wheels width	7.5"
-----------------------------	-----	--------------------------	------

Rear Wheels

Rear wheels diameter	17"	Rear wheels width	7.5"
----------------------------	-----	-------------------------	------

Front And Rear Wheels

Appearance	silver	Material	aluminum
------------------	--------	----------------	----------

Front Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	265mm		

Rear Tires

Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	265mm		

Body Exterior*Trailer*

Towing capability	Trailer towing capability	Towing class	Class IV tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness
Towing trailer sway	Trailer sway control		

Exterior Features

Box style	Standard style pickup box	* Bed liner	Tough Bed spray-in pickup bed liner
Number of doors	4 doors		

Body

Body panels ..	Aluminum body panels with side impact beams
----------------	---

Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire
------------------	---------------------------------------	---------------------------	-----------------------

Convenience*Technology*

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks ..	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
---------------	---	-------------------------	-----------------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

All-in-one key . . . All-in-one remote fob and ignition key
Tailgate control Power tailgate/rear door lock

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel
mounted controls

Key Fob Controls

Fob remote vehicle controlsSmart device vehicle start
control

Rear View Mirror

Day/Night rearview mirror . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger
side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage . . . Locking floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 1 12V power outlet

*** 120V AC power outletsPro Power Onboard 7.2 kW
4 120V AC power outlets**

*** 240V AC power outlets . . . 1 240V AC power outlet**

Pickup Box

Box storage Integrated pickup box storage

Easy lift tailgate Tailgate Assist easy lift tailgate

Rear Windshield

Rear window defroster Rear window defroster

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Locking glove box
Dashboard storage Dashboard storage

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

Windows Feature

One-touch up window Driver and passenger one-touch up windows	One-touch down window Driver and passenger one-touch down windows
---	---

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer	Cabback insulator Cabback insulator
PRND in IP PRND in IP	Accessory power Retained accessory power
Over the air updates Over the air updates	

Comfort

Climate Control

Climate control Automatic climate control	Dual-zone front climate control Dual-zone front climate control
Cabin air filter Cabin air filter	Voice activated climate control SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
Rear under seat ductsRear under seat climate control ducts	Rear console climate control ducts Rear console climate control ducts

Headliner

Headliner material Cloth headliner material	Headliner coverage Full headliner coverage
---	--

Floor Trim

Floor covering Full vinyl floor covering	Floor coverage Full floor coverage
--	--

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery	Rear seatback upholstery Carpet rear seatback upholstery
---	--

Steering Wheel

Steering wheel material Urethane steering wheel	Steering wheel telescopic . Manual telescopic steering wheel
Steering wheel tilt Manual tilting steering wheel	

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls	Height adjustable driver seat Power height adjustable driver seat
---	---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

Driver seat fore/aft control	Power driver seat fore/aft control	Driver seat cushion tilt	Power driver seat cushion tilt
Passenger seat direction	Front passenger seat with 4-way directional controls	Split front seats	Bucket front seats
Reclining passenger seat	Manual reclining passenger seat	Passenger seat fore/aft control	Manual passenger seat fore/aft control
Front head restraints	Height adjustable front seat head restraints	Front head restraint control	Manual front seat head restraint control
Armrests front center	Front seat center armrest	Reclining driver seat	Manual reclining driver seat

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints

Lumbar Seats

Driver lumbar	Driver seat with 2-way power lumbar
---------------	-------------------------------------

Front Seat Trim

Front seat upholstery	Cloth front seat upholstery	Front seatback upholstery	Cloth front seatback upholstery
-----------------------	-----------------------------	---------------------------	---------------------------------

Interior Accents

Interior accents	Chrome interior accents
------------------	-------------------------

Gearshifter Material

Gearshifter material	Urethane gear shifter material
----------------------	--------------------------------

Entertainment Features

Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row displays	2 total number of 1st row displays
Primary display size	12 inch primary display		

Radio Features

Aux input jack	Auxiliary input jack	External memory	SYNC 4 external memory control
Seek scan	Seek scan	RDS	Radio data system (RDS)
Internet radio capability	Internet radio capability		

Speakers

Speakers	Standard grade speakers	Speakers number	6
----------	-------------------------	-----------------	---

Audio Features

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio ..	SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls	Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges	

Instrumentation Displays

Speedometer	Redundant digital speedometer	Temperature display	Exterior temperature display
Clock	In-radio display clock	Compass	Compass
Eco feedback	ECO feedback display gauge		

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge ..	Transmission fluid temperature gauge	Voltmeter	Voltmeter
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Gauge cluster display size (inches)	12.00

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

Tinted windows	Deep tinted windows
----------------------	---------------------

Headlights

Headlights	LED low and high beam headlights	Headlight type	Reflector headlights
Auto headlights	Ford Co-Pilot360 - Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	Auto high-beam headlights	Auto High Beam auto high-beam headlights
DRL preference setting	DRL preference setting		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry... Illuminated entry
Front reading lights... Front reading lights

Variable panel light... Variable instrument panel light

Lights

Running lights... Daytime running lights
Fog lights... Front LED fog lights
Pickup box cargo light... Pickup box cargo light

Interior courtesy lights... Fade interior courtesy lights
High mount stop light... High mounted center stop light
Perimeter approach lighting... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree... SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports... 6 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag
Front impact airbag passenger... Passenger front impact airbag
Front side impact airbag passenger... Seat mounted side impact front passenger airbag
Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Number of airbags... 6 airbags
Front side impact airbag driver... Seat mounted side impact driver airbag
Occupancy sensor... Airbag occupancy sensor

Seatbelts

3-point seatbelt... Rear seat center 3-point seatbelt
Seatbelt pretensioners... Front seatbelt pretensioners

Height adjustable seatbelts... Front height adjustable seatbelts
Seatbelt pretensioners number... 2 seatbelt pretensioners

Security System

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Selected Equip & Specs (cont'd)

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Security system	Security system		

Active Driving Assistance

Lane departure	Lane Keeping Alert	Blind spot	BLIS (Blind Spot Information System)
Forward collision warning	PCA with AEB and	Rear collision warning	Cross-Traffic Alert with
Intersection Assist forward collision mitigation with		Reverse Brake Assist collision mitigation	
left turn assist			
Pedestrian detection	Pre-Collision Assist with	External acoustic pedestrian alert	External acoustic
Pedestrian Detection		pedestrian alert	
Driver attention monitor	Driver Alert	Evasion assist system	Ford Co-Pilot360 - Evasive
		Steering Assist evasion assist system	

Cameras

Rear camera	Ford Co-Pilot360 - Reverse Camera
rear mounted camera	

Traction Control

Electronic stability control	AdvanceTrac w/Roll
Stability Control electronic stability control system	
with anti-rollover	

Parking Sensors

Parking sensors	Rear parking sensors
-----------------	----------------------

Occupant Safety

Child door locks	Manual rear child safety door locks
------------------	-------------------------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$47,980.00
Options		\$6,200.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,995.00
Subtotal		\$56,175.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Fleet Discounts	Fleet & Commercial Discounts	-\$4,706.00
GPC QC689	Government Price Concession	-\$3,600.00
Tool Boxes	Road Side Toolboxes	\$816.00
<i>Road Side Toolbox 60" L Shaped Aluminum</i>		
Total		\$48,685.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

- * 17 x 7.5-inch front and rear silver aluminum wheels
- * P265/70RS17 AT BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 200A
- * All-speed ABS and driveline traction control
- * Battery rating: 800CCA
- * Battery run down protection
- * Auto stop-start engine
- * Steering wheel mounted audio controls
- * 12 inch primary display
- * AM/FM
- * Radio data system (RDS)
- * SYNC 4 external memory control
- * Vehicle body length: 231.7"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 3,900 lbs.
- * Standard ride suspension
- * Rear window defroster
- * Heated driver and passenger side door mirrors

Exterior: Oxford White

Interior: Black w/Medium Dark Slate w/Cloth
40/Console/40 Front Seats

- * Class IV tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Driver selectable rear locking differential
- * HD lead acid battery
- * Fuel tank capacity: 30.59 gal.
- * Driver selectable drivetrain mode
- * Bluetooth wireless audio streaming
- * AM/FM stereo radio
- * Seek scan
- * Auxiliary input jack
- * Internet radio capability
- * Wheelbase: 145.0"
- * Tire/wheel capacity rear: 4,498 lbs.
- * Spring rating front: 3,900 lbs.
- * Trip computer
- * Power door mirrors
- * Manual folding door mirrors

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$47,980.00
Equipment Group 104A Hybrid	\$4,755.00
Engine: 3.5L PowerBoost Full-Hybrid V6	Included
Transmission: Hybrid Electronic 10-Speed Automatic	Included
GVWR: 7,400 lbs Payload Package	Included
Tires: 265/70R17 BSW A/T	Included
Wheels: 17" Silver Painted Aluminum	Included
Cloth 40/Console/40 Front Seats	Included
145" Wheelbase	STD
Radio: AM/FM Stereo w/6 Speakers	Included
Monotone Paint Application	STD
Fleet Customer Powertrain Limited Warranty	N/C
50 State Emissions System	STD
Electronic Locking w/3.73 Axle Ratio	Included
SYNC 4 w/Enhanced Voice Recognition	Included
Interior Work Surfaces	Included
LED Fog Lamps	Included
Chrome Bumpers	Included
Rear Window Fixed Privacy Glass w/Defroster	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Major Equipment

- | | |
|--|---|
| * DRL preference setting | * Daytime running lights |
| * Deep tinted windows | * Variable intermittent front windshield wipers |
| * Automatic climate control | * Dual-zone front climate control |
| * Rear under seat climate control ducts | * Driver front impact airbag |
| * Seat mounted side impact driver airbag | * Passenger front impact airbag |
| * Seat mounted side impact front passenger airbag | * Airbag occupancy sensor |
| * 6 airbags | * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover |
| * Manual rear child safety door locks | * SecuriLock immobilizer |
| * Fixed rear seats | * 60-40 folding rear seats |
| * Front facing rear seat | * Fold-up rear seat cushion |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * Split-bench rear seat |
| * Bucket front seats | * Driver seat with 8-way directional controls |
| * Front passenger seat with 4-way directional controls | * Height adjustable front seat head restraints |
| * Manual front seat head restraint control | * Front seat center armrest |
| * Manual reclining driver seat | * Power height adjustable driver seat |
| * Power driver seat fore/aft control | * Power driver seat cushion tilt |
| * Manual reclining passenger seat | * Manual passenger seat fore/aft control |
| * Cloth front seat upholstery | * Cloth front seatback upholstery |
| * Driver seat with 2-way power lumbar | * 4-wheel disc brakes |
| * 4-wheel antilock (ABS) brakes | * Electronic parking brake |

As Configured Vehicle

MSRP

Dual-Zone Electronic Automatic Temperature Control	Included
8-Way Power Driver's Seat w/Power Lumbar	Included
Black w/Medium Dark Slate w/Cloth 40/Console/40 Front Seats	N/C
Oxford White	N/C
Pro Power Onboard - 7.2KW	\$850.00
Tough Bed Spray-In Bedliner	\$595.00
SUBTOTAL	\$54,180.00
Destination Charge	\$1,995.00
TOTAL	\$56,175.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
03/13/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL Hybrid (W1F)

Price Level: 555 | Quote ID: 0022

Major Equipment

- * Brake assist system
- * Hill Start Assist

Fuel Economy

City
23 mpg



Hwy
23 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 03/20/2025



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 03/20/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Truck is priced with concession pricing ETA 3-4 months.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs

Dimensions

- Conventional Capacity: 10,800 lbs.
- Fifth-wheel towing capacity: 7,000 lbs.
- Front brake diameter: 13.8"
- Cargo box length: 78.0"
- Cargo box volume: 62.3 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 6.5
- Vehicle body width: 79.9"
- Wheelbase: 157.0"
- Front track: 67.9"
- Frame section modulus: 5.1 cu.in.
- Front bumper to front axle: 37.6"
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"
- GCWR: 17,100 lbs.
- Gooseneck towing capacity: 7,000 lbs.
- Rear brake diameter: 13.2"
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 243.5"
- Vehicle body height: 77.6"
- Vehicle turning radius: 25.6'
- Rear track: 67.9"
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 155.8"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Auto stop-start engine
- 10-speed automatic
- Four-wheel drive
- Capless fuel filler
- Electronic transfer case shift
- Auto locking hub control
- Hybrid horsepower 6000 RPM
- Hybrid torque 3000 RPM
- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine
- Radiator
- Driver selectable drivetrain mode
- Part-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential
- 430.0 hybrid net horsepower
- Hybrid torque 570.0 lbs.-ft.

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 23 mpg/23 mpg/23 mpg
- Fuel economy combined: 23 mpg
- Gasoline secondary fuel type
- Fuel economy city: 23 mpg
- Fuel economy highway: 23 mpg
- LEV3-ULEV125 emissions

Suspension and Handling

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Regenerative brakes
- Automatic brake hold
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering

Body Exterior

- Trailer wiring harness
- Standard style pickup box
- Clearcoat paint
- Black side window trim
- Chrome front bumper
- Chrome rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- Active aerodynamics
- 17 x 7.5-inch front and rear silver aluminum wheels
- 4 doors
- Pickup bed-rail protectors
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- P265/70RS17 AT BSW front and rear tires

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Full floor console
- Tailgate Assist easy lift tailgate
- Fixed rear windshield
- Locking glove box
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Smart device vehicle start control
- Power first-row windows
- Integrated pickup box storage
- Rear window defroster
- Front beverage holders
- 8 beverage holders

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates
- Rear door bins
- Instrument panel bin
- Retained accessory power
- Cabback insulator
- PRND in IP

Comfort

- Automatic climate control
- Cabin air filter
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Dual-zone front climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Auxiliary input jack
- Internet radio capability
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Bluetooth wireless audio streaming
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- SYNC 4 external memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

- Digital/analog instrumentation display
- Trip odometer
- In-radio display clock
- Exterior temperature display
- ECO feedback display gauge
- Oil pressure gauge
- Voltmeter
- Gauge cluster display size (inches): 12.00
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light
- Front LED fog lights
- Pickup box cargo light
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 6 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Lane Keeping Alert
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Pre-Collision Assist with Pedestrian Detection
- External acoustic pedestrian alert
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Remote panic alarm
- BLIS (Blind Spot Information System)
- Cross-Traffic Alert with Reverse Brake Assist collision mitigation
- Driver Alert
- Ford Co-Pilot360 - Evasive Steering Assist evasion assist system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Rear parking sensors
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	5,608 lbs.	Rear curb weight	2,268 lbs.
GVWR	7,400 lbs.	Payload	1,735 lbs.

Trailer Weights

Fifth-wheel towing capacity	7,000 lbs.	Gooseneck towing capacity	7,000 lbs.
Conventional capacity	10,800 lbs.	GCWR	17,100 lbs.

Front Weights

Front curb weight	3,340 lbs.	GAWR front	4,011 lbs.
Axle capacity front	3,900 lbs.	Spring rating front	4,011 lbs.
Tire/wheel capacity front	4,050 lbs.		

Rear Weights

GAWR rear	4,150 lbs.	Axle capacity rear	4,800 lbs.
Spring rating rear	4,150 lbs.	Tire/wheel capacity rear	4,498 lbs.

Off Road

Min ground clearance	8.8"	Loading floor height	35.8"
----------------------	------	----------------------	-------

Exterior Measurements

Vehicle body length	243.5"	Vehicle body width	79.9"
Vehicle body height	77.6"	Wheelbase	157.0"
Front brake diameter	13.8"	Cargo box length	78.0"
Rear brake diameter	13.2"	Cargo box min width	50.6"
Cargo box volume	62.3 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	6.5	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	25.6'
Frame section modulus	5.1 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"	Front bumper to back of cab	155.8"

Interior Measurements

Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
--------------------------------	-------------	--	-------------

Interior Volume

Total passenger volume	131.9 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
--------------------	-------	---------------------	-------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)**

Price Level: 555

Selected Equip & Specs (cont'd)*Legroom*

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	66.0"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	62.6"
--------------------------	-------	---------------------------	-------

Powertrain*Engine*

Engine 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine	Valves per cylinder	4	
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.5L	cc	213.3 cu.in.
Bore	3.64"	Stroke	3.41"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Alternator

Alternator amps	200A	Alternator type	Regular duty alternator
-----------------------	------	-----------------------	-------------------------

Battery

Battery amps	80Ah	Battery type	HD lead acid battery
Battery rating	800CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Start-stop engine	Auto stop-start engine
Drivetrain selectable	Driver selectable drivetrain mode		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

Tenth gear ratio 0.636

Sequential shift control SelectShift Sequential shift control

Drive Type

4WD type Part-time 4WD

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Capless fuel filler

Drive Feature

Traction control All-speed ABS and driveline traction control

Transfer case Electronic transfer case shift

Electric Powertrain

Hybrid torque Hybrid torque 570.0 lbs.-ft.

Hybrid horsepower RPM Hybrid horsepower 6000 RPM

Electric motor output 47 HP electric motor output

Electric powertrain PowerBoost HEV (hybrid electric vehicle)

Electric Vehicle Battery Pack

Traction battery type lithium ion (Li-ion)

Selectable mode transmission Selectable mode transmission

Drive type Four-wheel drive

Fuel tank capacity 30.59 gal.

Locking hub control Auto locking hub control

Rear locking differential Driver selectable rear locking differential

Hybrid net horsepower 430.0 hybrid net horsepower

Hybrid torque RPM Hybrid torque 3000 RPM

Number of electric motors 1

Electric motor 1 location Front electric motor location

Gross traction battery capacity 1.5 kWh gross traction battery capacity

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Fuel economy city 23 mpg

Fuel economy (city/highway/combined) 23 mpg/23 mpg/23 mpg

Emissions

Fuel economy combined 23 mpg

Fuel economy highway 23 mpg

Fuel economy status Previous year fuel economy status

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

Emissions	LEV3-ULEV125 emissions	Emissions tiers	Tier 3 Bin 125 emissions
<i>Green Values</i>			
Energy Impact Score (Barrels per year)	12.9	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	7.7

Suspension and Handling

<i>Suspension</i>			
Suspension	Standard ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

<i>Brakes</i>			
Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system

<i>Brake Assistance</i>			
Hill start assist	Hill Start Assist	Brake assist system	Brake assist system

<i>Front Suspension</i>			
Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Double wishbone front suspension		

<i>Front Spring</i>			
Regular front springs	Regular front springs	Springs front	Front coil springs

<i>Rear Spring</i>			
Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs

<i>Rear Suspension</i>			
Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension

<i>Steering</i>			
Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Steering type number of wheels	2-wheel steering system		

Exterior

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)**

Price Level: 555

Selected Equip & Specs (cont'd)

Front Wheels

Front wheels diameter 17" Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17" Rear wheels width 7.5"

Front And Rear Wheels

Appearance silver Material aluminum

Front Tires

Aspect 70	Diameter 17"
Sidewalls BSW	Speed S
Tread AT	Type P
Width 265mm	

Rear Tires

Aspect 70	Diameter 17"
Sidewalls BSW	Speed S
Tread AT	Type P
Width 265mm	

Body Exterior

Trailer

Towing capability Trailer towing capability	Towing class Class IV tow rating
Towing hitch Trailer hitch	Towing wiring harness Trailer wiring harness
Towing trailer sway Trailer sway control	

Exterior Features

Box style Standard style pickup box	Number of doors 4 doors
* License plate front bracket Front license plate bracket	

Body

Body panels Aluminum body panels with side impact beams

Spare Tire

Spare tire Full-size spare tire with steel wheel Spare tire location Crank-down spare tire

Convenience

Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

Door locks ... Power door locks with 2 stage unlocking
All-in-one key ... All-in-one remote fob and ignition key
Tailgate control ... Power tailgate/rear door lock

Keyfob door locks ... Keyfob activated door locks
Auto door locks ... Auto-locking doors

Cruise Control

Cruise control ... Cruise control with steering wheel
mounted controls

Key Fob Controls

Fob remote vehicle controlsSmart device vehicle start
control

Rear View Mirror

Day/Night rearview mirror ... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ... Power door mirrors
Heated door mirrors ... Heated driver and passenger
side door mirrors

Folding door mirrors ... Manual folding door mirrors

Front Side Windows

First-row windows ... Power first-row windows

Floor Console

Floor console ... Full floor console

Floor console storage ... Locking floor console storage

Overhead Console

Overhead console ... Mini overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets ... 1 12V power outlet

* 120V AC power outletsPro Power Onboard 7.2 kW
4 120V AC power outlets

* 240V AC power outlets ... 1 240V AC power outlet

Pickup Box

Box storage ... Integrated pickup box storage

Easy lift tailgate ... Tailgate Assist easy lift tailgate

Rear Windshield

Rear window defroster ... Rear window defroster

Rear windshield ... Fixed rear windshield

Storage

Door bins front ... Driver and passenger door bins
Number of beverage holders ... 8 beverage holders
Beverage holders rear ... Rear beverage holders
Instrument panel storage ... Instrument panel bin

Door bins rear ... Rear door bins
Beverage holders ... Front beverage holders
Glove box ... Locking glove box
Dashboard storage ... Dashboard storage

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

Windows Feature

One-touch up window Driver and passenger one-touch up windows
One-touch down window .. Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
PRND in IP PRND in IP
Over the air updates Over the air updates
Cabback insulator Cabback insulator
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Automatic climate control
Dual-zone front climate control Dual-zone front climate control
Cabin air filter Cabin air filter
Voice activated climate control SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice-activated climate control
Rear under seat ductsRear under seat climate control ducts
Rear console climate control ducts Rear console climate control ducts

Headliner

Headliner material Cloth headliner material
Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering
Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery
Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel
Steering wheel telescopic. Manual telescopic steering wheel
Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls
Height adjustable driver seat. Power height adjustable driver seat

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

Driver seat fore/aft control	Power driver seat fore/aft control	Driver seat cushion tilt	Power driver seat cushion tilt
Passenger seat direction	Front passenger seat with 4-way directional controls	Split front seats	Bucket front seats
Reclining passenger seat	Manual reclining passenger seat	Passenger seat fore/aft control	Manual passenger seat fore/aft control
Front head restraints	Height adjustable front seat head restraints	Front head restraint control	Manual front seat head restraint control
Armrests front center	Front seat center armrest	Reclining driver seat	Manual reclining driver seat

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints

Lumbar Seats

Driver lumbar	Driver seat with 2-way power lumbar
---------------	-------------------------------------

Front Seat Trim

Front seat upholstery	Cloth front seat upholstery	Front seatback upholstery	Cloth front seatback upholstery
-----------------------	-----------------------------	---------------------------	---------------------------------

Interior Accents

Interior accents	Chrome interior accents
------------------	-------------------------

Gearshifter Material

Gearshifter material	Urethane gear shifter material
----------------------	--------------------------------

Entertainment Features

Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row displays	2 total number of 1st row displays
Primary display size	12 inch primary display		

Radio Features

Aux input jack	Auxiliary input jack	External memory	SYNC 4 external memory control
Seek scan	Seek scan	RDS	Radio data system (RDS)
Internet radio capability	Internet radio capability		

Speakers

Speakers	Standard grade speakers	Speakers number	6
----------	-------------------------	-----------------	---

Audio Features

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio .. SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls		Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges	

Instrumentation Displays

Speedometer	Redundant digital speedometer	Temperature display	Exterior temperature display
Clock	In-radio display clock	Compass	Compass
Eco feedback	ECO feedback display gauge		

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge ..	Transmission fluid temperature gauge	Voltmeter	Voltmeter
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Gauge cluster display size (inches)	12.00

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

Tinted windows	Deep tinted windows
----------------------	---------------------

Headlights

Headlights	LED low and high beam headlights	Headlight type	Reflector headlights
Auto headlights	Ford Co-Pilot360 - Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	Auto high-beam headlights	Auto High Beam auto high-beam headlights
DRL preference setting	DRL preference setting		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry... Illuminated entry

Front reading lights... Front reading lights

Variable panel light... Variable instrument panel light

Lights

Running lights... Daytime running lights

Fog lights... Front LED fog lights

Pickup box cargo light... Pickup box cargo light

Interior courtesy lights... Fade interior courtesy lights

High mount stop light... High mounted center stop light

Perimeter approach lighting... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree... SYNC 4 handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports... 6 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag

Front impact airbag passenger... Passenger front impact airbag

Front side impact airbag passenger... Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Number of airbags... 6 airbags

Front side impact airbag driver... Seat mounted side impact driver airbag

Occupancy sensor... Airbag occupancy sensor

Seatbelts

3-point seatbelt... Rear seat center 3-point seatbelt

Seatbelt pretensioners... Front seatbelt pretensioners

Height adjustable seatbelts... Front height adjustable seatbelts

Seatbelt pretensioners number... 2 seatbelt pretensioners

Security System

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Selected Equip & Specs (cont'd)

Immobilizer SecuriLock immobilizer
Security system Security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Keeping Alert
Forward collision warning PCA with AEB and
Intersection Assist forward collision mitigation with
left turn assist
Pedestrian detection Pre-Collision Assist with
Pedestrian Detection
Driver attention monitor Driver Alert

Blind spot BLIS (Blind Spot Information System)
Rear collision warning Cross-Traffic Alert with
Reverse Brake Assist collision mitigation

External acoustic pedestrian alert ... External acoustic
pedestrian alert
Evasion assist system Ford Co-Pilot360 - Evasive
Steering Assist evasion assist system

Cameras

Rear camera Ford Co-Pilot360 - Reverse Camera
rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll
Stability Control electronic stability control system
with anti-rollover

Parking Sensors

Parking sensors Rear parking sensors

Occupant Safety

Child door locks ... Manual rear child safety door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1F	Base Vehicle Price (W1F)	\$50,075.00
Packages		
104A	Equipment Group 104A Hybrid	\$3,095.00
Powertrain		
99D	Engine: 3.5L PowerBoost Full-Hybrid V6	Included
44H	Transmission: Hybrid Electronic 10-Speed Automatic	Included
STDGV	GVWR: 7,400 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included
STDWL	Wheels: 17" Silver Painted Aluminum	Included
Seats & Seat Trim		
U	Cloth 40/Console/40 Front Seats	Included
Other Options		
157WB	157" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included
477	Pro Power Onboard - 7.2KW	\$850.00
153	Front License Plate Bracket	N/C
PAINT	Monotone Paint Application	STD
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty	N/C

Emissions

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

As Configured Vehicle (cont'd)

Code	Description	MSRP
425	50 State Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
US_01	Black w/Medium Dark Slate w/Cloth 40/Console/40 Front Seats	N/C
Upfit Options		
	Roadside tool boxes and bed liner	\$1,799.00
SUBTOTAL		\$55,819.00
Destination Charge		\$1,995.00
TOTAL		\$57,814.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

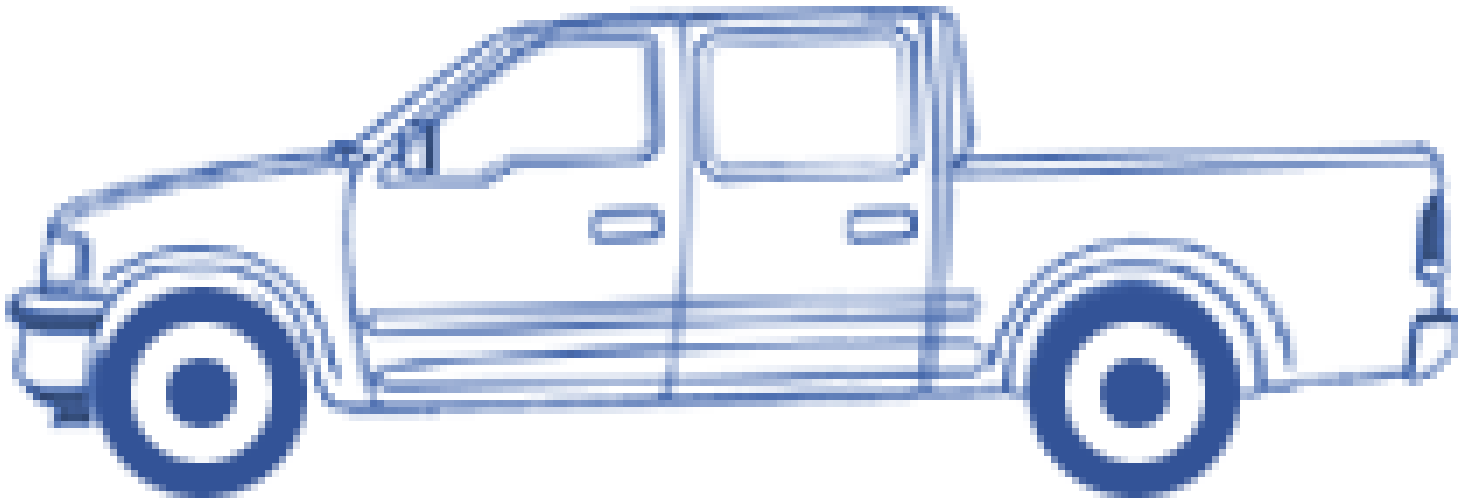


2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 7,400 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 5,608 lbs

TOTAL 6,358 lbs

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,735 lbs
Useable Payload	985 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL Hybrid (W1F)

Price Level: 555

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$57,814.00
Subtotal		\$57,814.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
	Concession Pricing	-\$3,600.00
Total		\$54,214.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Fleet Vehicle Quotes



Jackson, Ross

To Jackson, Ross

Bcc Jackson, Ross; Voden, Chelsey; Patrick Harrington; CJ Mitchell; Jeff Lee

↩ Reply

↩ Reply All

→ Forward

⋮

Wed 3/12/2025 3:34 PM

 image000002.JPG
206 KB

 FINAL WS CV Front.jpg
315 KB

 FINAL WS CV Passenger Side.jpg
263 KB

 FINAL WS CV Rear.jpg
260 KB

 IMG_2217.jpg
2 MB

 IMG_2219.jpg
2 MB

Good afternoon,

The City of Fayetteville Fleet Operations Division is looking to get quotes on the below listed items. Please provide a quote by Wednesday 03/19/25 by 3:30pm. If the quotes are not received by this date and time, they will be considered “NON-RESPONSIVE.” **All Quotes shall have the FORD FIN/FAN# QC689 code on the quote and corresponding discount applied.** These items will be brought to City Council in April.

- (Quantity 2) Ford Mavericks – Base Model, 2WD, Crew Cab, White, base model highway tires and factory wheels, Hybrid desired if options in 2WD
- Ford F550 **(See all attached pictures)**
 - White in color
 - Crew Cab
 - Diesel Engine
 - 4x4
 - 180" (179.8") wheelbase similar to the F550's we have purchased
 - vinyl floors
 - 9' Knapheide Utility body similar to the Model 6132D54-2-M except for length, Steel body with universal locking bar on both sides, interior box lights in every door with passenger side front aluminum mechanics drawers similar to provided pics
 - (2) roof or lumbar rack mounted amber beacons
 - 20,000 lb. minimum class 5 hitch with 2-1/2" 3,000 lb. tongue weight minimum pintle hitch receiver. Hitch shall be bolted on with minimum of (8) grade-8 bolts into the body and frame on each side of the hitch, no welds
 - Tow Package with Trailer Brake Controller
 - Holeman Lumbar Rack
 - Headache Rack
 - Nerf bars
 - Whelen Vertex lights installed in similar locations to pictures that are provided above on the CV515; (8) VTX9F amber/white strobes with VTXFB mounting flanges to operate off OEM upfitter switches with Knapheide rear tail lights wired to strobe as well with activation off the Whelen Strobes
 - 100 gallon fuel tank mounted inside utility body bed up against the cab – labeled Diesel Fuel
 - 20'-25' retractable hose reel mounted to the passenger side of the utility with diesel nozzle
 - note added to quote **EXP TRAN_F137**

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
113 West Mountain St
Fayetteville, AR 72701
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525



Client Proposal

Prepared by:
PATRICK HARRINGTON
Office: 479-452-1311
Email: patrick@randallford.com
Quote ID: 0026
Date: 03/17/2025



Randall Ford Inc | 5500 Rogers Ave, Fort Smith, Arkansas, 729033748
Office: 479-452-1311

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Mr. Ross Jackson, Superintendent, City of Fayetteville

113 West Mountain St

Fayetteville, AR 72701

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Re: Quote ID 0026 03/17/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON

Fleet & Commercial Account Manager

479-452-1311

patrick@randallford.com

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 33,400 lbs.**
- Front brake diameter: 15.4"
- Vehicle body length: 265.2"
- Vehicle body height: 82.8"
- Vehicle turning radius: 25.6'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 33,500 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 179.0"
- Front track: 74.8"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- * **Engine retarder system**
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- * **Mechanical limited slip differential**
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- * **Recommended fuel: diesel**
- Electronic transfer case shift
- Auto locking hub control

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- Clearcoat paint
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires
- 4 doors
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights

Technology and Telematics

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Dimensions

General Weights

* Curb weight	8,186 lbs.	* Rear curb weight	3,390 lbs.
* GVWR	19,500 lbs.	* Payload	11,230 lbs.

Trailer Weights

* Fifth-wheel towing capacity	33,400 lbs.	* Gooseneck towing capacity	33,500 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,796 lbs.	* GAWR front	6,000 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	6,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"
----------------------	------

Exterior Measurements

Vehicle body length	265.2"	Vehicle body width	80.0"
Vehicle body height	82.8"	Wheelbase	179.0"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	29.6"	Rear frame height unloaded	34.8"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	25.6'	Cab to axle	60.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
--------------------------------------	-------------	--	-------------

Interior Volume

Total passenger volume	131.7 cu.ft.
------------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
--------------------------	-------	---------------------------	-------

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
--------------------------	-------	---------------------------	-------

Powertrain**Engine**

* Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
* Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	330 HP@2200 RPM	* Torque	950 lb.-ft.@1800 RPM
---------------------------	------------------------	-----------------------	-----------------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)*Alternator**** Alternator amps** **250A** *** Alternator type** **Heavy-duty alternator***Battery*Battery amps 68Ah *** Battery type** **Dual lead acid battery**
Battery rating 750CCA Battery run down protection Battery run down protection*Engine Extras*Radiator Radiator Auxiliary power take-off Auxiliary power take-off
*** Engine retarder** **Engine retarder system***Transmission*Transmission 10-speed automatic Transmission electronic control Transmission electronic control
Overdrive transmission Overdrive transmission Lock-up transmission Lock-up transmission
First gear ratio 4.615 Second gear ratio 2.919
Third gear ratio 2.132 Fourth gear ratio 1.773
Fifth gear ratio 1.519 Sixth gear ratio 1.277
Reverse gear ratio 4.695 Seventh gear ratio 1
Eighth gear ratio 0.851 Ninth gear ratio 0.687
Tenth gear ratio 0.632 Stall ratio 1.97
Selectable mode transmission Selectable mode transmission
Transmission oil cooler Transmission oil cooler Sequential shift control SelectShift Sequential shift control
PTO transmission provision PTO transmission provision*Drive Type*

4WD type Part-time 4WD Drive type Four-wheel drive

*Drivetrain**** Axle ratio** **4.3***Exhaust*

Tailpipe Stainless steel single exhaust

*Fuel**** Fuel type** **diesel***Fuel Tank**** DEF capacity** **7.20 gal.** Fuel tank capacity 40.00 gal.*Drive Feature**** Limited slip differential** **Mechanical limited slip differential** Traction control Driveline managed traction control

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Locking hub control Auto locking hub control

Transfer case Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

* **Secondary fuel type** ... **Diesel secondary fuel type**

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar

Suspension type rear Leaf spring rear suspension

* **Suspension ride type rear** **Rigid axle rear suspension**

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Exterior

Front Wheels

Front wheels diameter 19.5" Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm Front wheel - RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm Rear wheel - RPM 647

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness Towing trailer sway Trailer sway control

Exterior Features

Number of doors 4 doors Front splash guards Front splash guards

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors Turn signal in door mirrors Turn signal indicator in door mirrors

Tires

Front tires LT load rating G Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Convenience

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Door Locks

Door locks . . . Power door locks with 2 stage unlocking
All-in-one key . . . All-in-one remote fob and ignition key

Keyfob door locks Keyfob activated door locks
Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel
mounted controls

Key Fob Controls

Fob remote vehicle controls FordPass Connect smart
device vehicle start control

Rear View Mirror

Day/Night rearview mirror . . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger
side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Illuminated glove box Illuminated glove box

Beverage holders Front beverage holders
Glove box Illuminated locking glove box
Instrument panel storage . . . Instrument panel covered
bin

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-
touch up windows

One-touch down window . . . Driver and passenger one-
touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Miscellaneous

Trip computer Trip computer
Upfitter switches Upfitter switches
Over the air updates Over the air updates

PRND in IP PRND in IP
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control
Rear under seat ductsRear under seat climate control
ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback
upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic. Manual telescopic steering
wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional
controls

Driver seat fore/aft control. Manual driver seat fore/aft
control

Passenger seat directionFront passenger seat with 4-
way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger
seat

Passenger seat fore/aft control Manual passenger
seat fore/aft control

Front head restraints Height adjustable front seat
head restraints

Front head restraint control ... Manual front seat head
restraint control

Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Rear Seats

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints

Lumbar Seats

Driver lumbar	Manual driver seat lumbar
---------------	---------------------------

Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Vinyl front seatback upholstery
-----------------------	-----------------------------	---------------------------	---------------------------------

Interior Accents

Interior accents	Chrome interior accents
------------------	-------------------------

Gearshifter Material

Gearshifter material	Urethane gear shifter material
----------------------	--------------------------------

Entertainment Features

Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row displays	2 total number of 1st row displays
Primary display size	8 inch primary display		

Radio Features

External memory	SYNC 4 external memory control	Seek scan	Seek scan
-----------------	--------------------------------	-----------	-----------

Speakers

Speakers	Standard grade speakers	Speakers number	6
----------	-------------------------	-----------------	---

Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Instrumentation Displays

Temperature display Exterior temperature display
Clock In-radio display clock

Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer

*** Turbo gauge Turbo/supercharger boost gauge**

Gauge cluster display size (inches) 4.20

*** DEF fluid gauge Diesel exhaust fluid (def) gauge**

Transmission temperature gauge Transmission fluid temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge
Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning
Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator

Oil pressure warning Oil pressure warning

Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning

*** Low diesel exhaust fluid (DEF) warningLow diesel exhaust fluid (DEF) warning**

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlightsAutolamp auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light Variable instrument panel light
Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights
Clearance lights Cab clearance lights

Interior courtesy lights Fade interior courtesy lights
Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration Smart device wireless mirroring

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville
Prepared by: PATRICK HARRINGTON
03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Selected Equip & Specs (cont'd)

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Passenger front impact airbag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Security system	Ford Security Package (1-year included with activation) security system		

Active Driving Assistance

Lane departure	Lane Departure Warning	Forward collision warning	Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
----------------	------------------------	---------------------------	--

Occupant Safety

Child door locks Manual rear child safety door locks

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$62,190.00
Options	\$12,625.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,095.00
Subtotal	\$76,910.00

Pre-Tax Adjustments

Code	Description	MSRP
Fleet Discounts	Fleet & Commercial Discounts	-\$7,090.00
GPC QC689	Government Price Concession	-\$350.00
Utility	Utility Bed	\$34,724.98

Knapheide 6132D54-M Service Body, LED Compartment Light Kit, Galva-Grip Hitch Recess Bumper, Upfitter Power Switch & Harness with Fast Flash Adapter, Mechanics Vise Bracket, Cab Guard, Class V Receiver Hitch, C-Tech 6 Drawer Unit, Beacon Light Ladder Rack or Roof Mounted, 3" Round Black Nerf Bars, VTX9F Whelen Lights with VTXFB ITH Labor, 106 Gallon Diesel Tank, 20-25' Reel Craft Diesel Hose Reel with Labor, Fill-Rite Diesel Pump with Nozzle, Holman Pro Rack Ladder Rack

Total	\$104,194.98
--------------	---------------------

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

* 19.5 x 6-inch front and dual rear argent steel wheels

* Front tires LT load rating: G

* PTO transmission provision

* Transmission electronic control

* Stainless steel single exhaust

* Battery rating: 750CCA

* Battery run down protection

* Engine retarder system

* Steering wheel mounted audio controls

* 8 inch primary display

* AM/FM

* SYNC 4 external memory control

* Wheelbase: 179.0"

* Axle to end of frame: 47.2"

* Tire/wheel capacity rear: 15,000 lbs.

* Spring rating front: 6,000 lbs.

* Trip computer

* Heated driver and passenger side door mirrors

* DRL preference setting

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

* LT225/70RS19.5 AS BSW front and rear tires

* Overdrive transmission

* Lock-up transmission

* Alternator Amps: 250A

* Driveline managed traction control

* Dual lead acid battery

* Fuel tank capacity: 40.00 gal.

* Auxiliary power take-off

* Wireless audio streaming

* AM/FM stereo radio

* Seek scan

* Vehicle body length: 265.2"

* Cab to axle: 60.0"

* Axle capacity rear: 14,706 lbs.

* Axle capacity front: 7,000 lbs.

* Firm ride suspension

* Power door mirrors

* Manual folding door mirrors

* Daytime running lights

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$62,190.00

Order Code 660A N/C

Transmission: TorqShift 10-Speed Automatic Included

Tires: 225/70Rx19.5G BSW A/P Included

Wheels: 19.5" x 6" Argent Painted Steel Included

HD Vinyl 40/20/40 Split Bench Seat Included

Monotone Paint Application STD

179" Wheelbase STD

Radio: AM/FM Stereo w/MP3 Player Included

Fleet Customer Powertrain Limited Warranty N/C

50-State Emissions System STD

SYNC 4 Communication & Entertainment System Included

Oxford White N/C

Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat N/C

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel
B20 \$10,495.00

Dual 68 AH/65 AGM Battery Included

250 Amp Alternator Included

GVWR: 19,500 lb Payload Plus Upgrade Package
1 \$1,155.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Major Equipment

- | | |
|--|--|
| * Light tinted windows | * Variable intermittent front windshield wipers |
| * Manual climate control | * Rear under seat climate control ducts |
| * Driver front impact airbag | * Seat mounted side impact driver airbag |
| * Passenger front impact airbag | * Seat mounted side impact front passenger airbag |
| * 6 airbags | * Manual rear child safety door locks |
| * SecuriLock immobilizer | * Fixed rear seats |
| * 60-40 folding rear seats | * Front facing rear seat |
| * Fold-up rear seat cushion | * Height adjustable rear seat head restraints |
| * Manual rear seat head restraint control | * 3 rear seat head restraints |
| * Split-bench rear seat | * 40-20-40 split-bench front seat |
| * Driver seat with 4-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Split-bench front seat | * Front seat center armrest |
| * Front seat armrest storage | * Manual reclining driver seat |
| * Manual driver seat fore/aft control | * Manual reclining passenger seat |
| * Manual passenger seat fore/aft control | * Vinyl front seat upholstery |
| * Vinyl front seatback upholstery | * Manual driver seat lumbar |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Brake assist system | * Hill Start Assist |

As Configured Vehicle

MSRP

High Capacity Trailer Tow Package	\$580.00
Limited Slip w/4.30 Axle Ratio	\$395.00
SUBTOTAL	\$74,815.00
Destination Charge	\$2,095.00
TOTAL	\$76,910.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

03/17/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525 | Quote ID: 0026

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 03/20/2025



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 03/20/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Truck is priced with Lewis discount and I added the camera & prep kit for safety and easier upfit.
ETA 3-6 MONTHS

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 33,400 lbs.**
- Front brake diameter: 15.4"
- Vehicle body length: 265.2"
- Vehicle body height: 82.8"
- Vehicle turning radius: 25.6'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 33,500 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 179.0"
- Front track: 74.8"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- * **Engine retarder system**
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- * **Mechanical limited slip differential**
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- * **Recommended fuel: diesel**
- Electronic transfer case shift
- Auto locking hub control

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- Clearcoat paint
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires
- 4 doors
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights

Technology and Telematics

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- * Rear mounted camera
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Manual rear child safety door locks

Dimensions

General Weights

* Curb weight	8,186 lbs.	* Rear curb weight	3,390 lbs.
* GVWR	19,500 lbs.	* Payload	11,230 lbs.

Trailer Weights

* Fifth-wheel towing capacity	33,400 lbs.	* Gooseneck towing capacity	33,500 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,796 lbs.	* GAWR front	6,000 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	6,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"
----------------------	------

Exterior Measurements

Vehicle body length	265.2"	Vehicle body width	80.0"
Vehicle body height	82.8"	Wheelbase	179.0"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 525

Selected Equip & Specs (cont'd)

Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	29.6"	Rear frame height unloaded	34.8"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	25.6'	Cab to axle	60.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
--------------------------------	-------------	--	-------------

Interior Volume

Total passenger volume	131.7 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
--------------------	-------	---------------------	-------

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------	-------	---------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
-------------------------	-------	--------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
--------------------	-------	---------------------	-------

Powertrain**Engine**

* Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
* Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	330 HP@2200 RPM	* Torque	950 lb.-ft.@1800 RPM
--------------	-----------------	----------	----------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 525

Selected Equip & Specs (cont'd)*Alternator*

* **Alternator amps** **250A** * **Alternator type** **Heavy-duty alternator**

Battery

Battery amps 68Ah * **Battery type** **Dual lead acid battery**
Battery rating 750CCA Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator Auxiliary power take-off Auxiliary power take-off
* **Engine retarder** **Engine retarder system**

Transmission

Transmission 10-speed automatic Transmission electronic control Transmission electronic control
Overdrive transmission Overdrive transmission Lock-up transmission Lock-up transmission
First gear ratio 4.615 Second gear ratio 2.919
Third gear ratio 2.132 Fourth gear ratio 1.773
Fifth gear ratio 1.519 Sixth gear ratio 1.277
Reverse gear ratio 4.695 Seventh gear ratio 1
Eighth gear ratio 0.851 Ninth gear ratio 0.687
Tenth gear ratio 0.632 Stall ratio 1.97
Selectable mode transmission Selectable mode transmission
Transmission oil cooler Transmission oil cooler Sequential shift control SelectShift Sequential shift control
PTO transmission provision PTO transmission provision

Drive Type

4WD type Part-time 4WD Drive type Four-wheel drive

Drivetrain

* **Axle ratio** **4.3**

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

* **Fuel type** **diesel**

Fuel Tank

* **DEF capacity** **7.20 gal.** Fuel tank capacity 40.00 gal.

Drive Feature

* **Limited slip differential** **Mechanical limited slip differential** Traction control Driveline managed traction control

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

Locking hub control Auto locking hub control Transfer case Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

*Secondary fuel type Diesel secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar Suspension type rear Leaf spring rear suspension

*Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

Exterior

Front Wheels

Front wheels diameter 19.5" Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm Front wheel - RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm Rear wheel - RPM 647

Body Exterior

Trailering

Towing wiring harness Trailer wiring harness * Towing brake controller Trailer brake controller
Towing trailer sway Trailer sway control

Exterior Features

Number of doors 4 doors Front splash guards Front splash guards
* License plate front bracket Front license plate bracket

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors Turn signal in door mirrors Turn signal indicator in door mirrors

Tires

Front tires LT load rating G Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

Convenience

Door Locks

Door locks . . . Power door locks with 2 stage unlocking
All-in-one key . . . All-in-one remote fob and ignition key

Keyfob door locks Keyfob activated door locks
Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel
mounted controls

Key Fob Controls

Fob remote vehicle controls FordPass Connect smart
device vehicle start control

Rear View Mirror

Day/Night rearview mirror . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger
side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Illuminated glove box Illuminated glove box

Beverage holders Front beverage holders
Glove box Illuminated locking glove box
Instrument panel storage . . . Instrument panel covered
bin

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-
touch up windows

One-touch down window . . Driver and passenger one-
touch down windows

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer

Upfitter switches Upfitter switches

Over the air updates Over the air updates

PRND in IP PRND in IP

Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control

Rear under seat ductsRear under seat climate control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic. Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control. Manual driver seat fore/aft control

Passenger seat directionFront passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Rear seats fixed or removable Fixed rear seats

Folding second-row seats 60-40 folding rear seats

Rear seat direction Front facing rear seat

Rear seat folding position Fold-up rear seat cushion

Rear head restraints Height adjustable rear seat head restraints

Rear head restraint control Manual rear seat head restraint control

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Number of first-row displays 2 total number of 1st row displays

Primary display size 8 inch primary display

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 voice activated audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display
Clock In-radio display clock

Driver information center Driver information center
Compass Compass

Instrumentation Gauges

Tachometer Tachometer

* Turbo gauge Turbo/supercharger boost gauge

Gauge cluster display size (inches) 4.20

* DEF fluid gauge .. Diesel exhaust fluid (def) gauge

Transmission temperature gauge .. Transmission fluid temperature gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Low fuel warning Low fuel warning

Battery charge warning Battery charge warning

Key in vehicle warning Key in vehicle warning

Service interval warning Service interval indicator

Oil pressure warning Oil pressure warning

Low brake fluid warning Low brake fluid warning

Headlights on reminder Headlights on reminder

Door ajar warning Door ajar warning

* Low diesel exhaust fluid (DEF) warningLow diesel exhaust fluid (DEF) warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Auto headlightsAutolamp auto on/off headlight control

Delay off headlights Delay-off headlights

Headlight type Reflector headlights

Multiple headlights Multiple enclosed headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Variable panel light ... Variable instrument panel light

Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights

Clearance lights Cab clearance lights

Interior courtesy lights ... Fade interior courtesy lights

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Selected Equip & Specs (cont'd)

Handsfree SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag
Front impact airbag passenger Passenger front impact airbag
Front side impact airbag passenger Seat mounted side impact front passenger airbag

Number of airbags 6 airbags
Front side impact airbag driver Seat mounted side impact driver airbag
Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer
Security system Ford Security Package (1-year included with activation) security system

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning

Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Cameras

*Rear camera Rear mounted camera

Occupant Safety

Child door locks Manual rear child safety door locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 525

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W5H	Base Vehicle Price (W5H)	\$62,190.00
Packages		
660A	Order Code 660A	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$10,495.00
44G	Transmission: TorqShift 10-Speed Automatic	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$395.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package 1	\$1,155.00
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat	Included
Other Options		
PAINT	Monotone Paint Application	STD
179WB	179" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included
535	High Capacity Trailer Tow Package	\$580.00
86M	Dual 68 AH/65 AGM Battery	Included
67E	250 Amp Alternator	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)**

Price Level: 525

As Configured Vehicle (cont'd)

Code	Description	MSRP
153	Front License Plate Bracket	N/C
872	Rear View Camera & Prep Kit	\$515.00
52B	Trailer Brake Controller	\$300.00
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
	Bed, lighting, hitch,nerf bars etc as speced in email	\$34,525.00
SUBTOTAL		\$110,155.00
Destination Charge		\$2,095.00
TOTAL		\$112,250.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

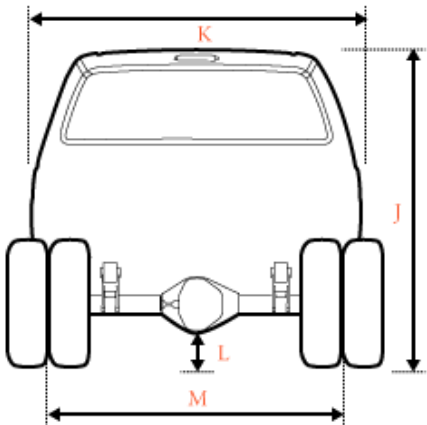
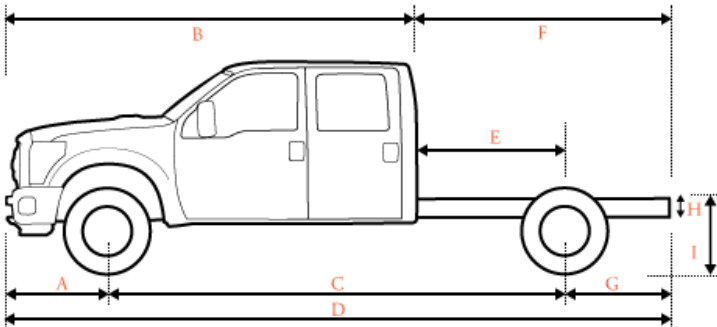


2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	158.10 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	265.20 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.80 in.
I	Rear Frame Height Loaded	29.60 in.
J	Cab Height	82.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.60 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

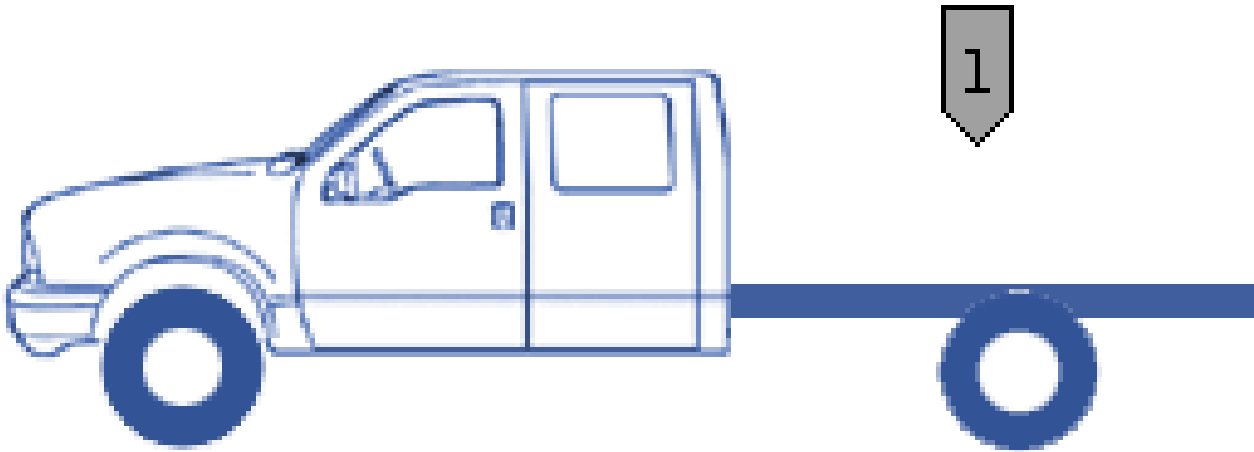
Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,796 lbs	3,390 lbs	8,186 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	604 lbs	11,016 lbs	11,620 lbs
TOTAL	6,000 lbs	14,706 lbs	20,706 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	6,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	6,000 lbs	14,706 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.58 %
Start grade capability in reverse	4.70	15.00 %	58.58 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.78 %
Maximum grade in 9th gear	0.69	3.00 %	8.70 %
Maximum grade in 10th gear	0.63	3.00 %	8.01 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	90 mph
To meet your requirement you need a maximum axle ratio of 5.17			
Top Speed on 3% grade		55 mph	
To meet your requirement you need a maximum of 123 hp			
Cruise Speed		60 mph	78 mph
Engine RPM at desired cruise speed			1,758 rpm

Variables in Use

Start

Rear axle ratio:	4.30	Clutch engagement torque:	475 ft.lbs.
Tire size:	225/70R19.5 (647 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,500 lbs		

Grade

Rear axle ratio:	4.30	Gross Vehicle Weight (GVW):	19,500 lbs
Tire size:	225/70R19.5 (647 rev/mile)	Peak engine torque:	950 ft.lbs.

Speed

Engine Power:	330 hp @ 2,200 rpm	Worst road surface	Typical Highway
Governed RPM:	2,640 rpm	Final Drive Ratio:	0.63
Frontal Area:	41.00 ft²	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **Mr. Ross Jackson**

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



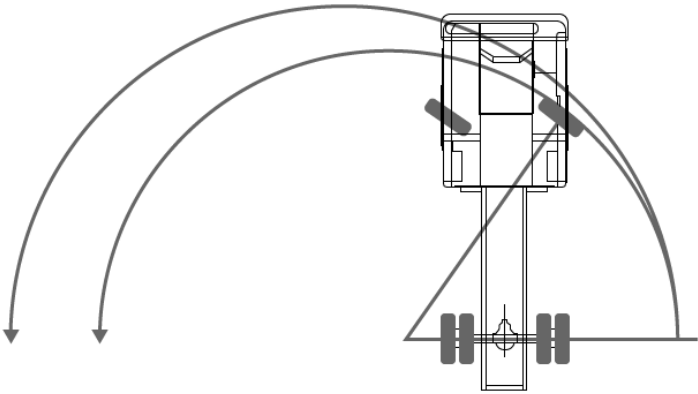
2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius..... 25.55 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

03/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2025 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 525

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$112,250.00
Subtotal		\$112,250.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
	Lewis Discount	-\$5,369.00
Total		\$106,881.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Beilfuss, Amanda

From: Patrick Harrington <patrick@randallford.com>
Sent: Friday, March 14, 2025 8:46 AM
To: Jackson, Ross
Subject: Re: Ford Explorer ENGR_F013
Attachments: proposal (21).pdf

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.

Ross,
Here is the proposal for the Explorer on the State contract! Randall Ford will match the state contract as follows!

On Wed, Mar 12, 2025 at 4:10 PM Jackson, Ross <rjackson@fayetteville-ar.gov> wrote:

Patrick

Would you please let me know if you will honor state contract pricing on the attached Ford Explorer + option DL? It will need to be White in color.

Let me know if you have any questions.

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

City of Fayetteville, Arkansas 72701

T 479-444-3494

F 479-444-3425

C 479-879-6221



--

Sincerely,

Patrick Harrington

Randall Ford

Fleet & Commercial Account Manager

479-424-3076 Office Direct

479-806-7282 Cell

patrick@randallford.com

Vehicle Specifications & Pricing

ITEM 44
TYPE VIB 10128191
4WD, 7 Passenger Standard
Sport Utility Vehicle as classified
in the latest EPA Fuel Economy
Guide

Dealer Name: SMART FORD MALVERN
Vehicle Make/Model: 2025 FORD EXPLORER
Model Code: K8B
City MPG Estimate: 20 MPG
Highway MPG Estimate: 27 MPG
CO-OP Purchasing One Way Delivery Charge Per Mile: \$3.85
VEHICLE BID PRICE: \$42,516.00

Plus Option DL
for \$75.00
Total \$42,591

[Back to Table of Contents](#)

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Standard Sport Utility Vehicle	7 Passenger	
Wheelbase	Minimum 112 inches	
Engine		
Engine Size	290 hp - List HP, Liters & Cylinders	300 HP 2.3L I-4
Fuel Type	Gasoline	
Transmission/Drivetrain		
Automatic Transmission	Automatic or CVT - List Type, Speeds etc.	10 SPEED AUTOMATIC
4x4 or AWD	4x4 or AWD	
Hubs	Automatic Locking If 4x4	
Stability Control	Stability Control System	
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	3.5 4-WHEEL DRIVE
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	17 GAL
Exterior		
Paint	One Color Paint	
Bumpers	Mfg.Std Front & Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Doors & Mirrors		
Doors	4-Door	
Mirrors	Two Outside, Right & Left, One inside	
Interior		
Air Conditioning	AC Factory Installed	
Radio	Audio system with AM/FM Stereo	
Cruise	Cruise Control, Factory Installed	
Tilt Steering	Tilt Steering Wheel	
Steering	Power Steering	
Windows	Mfg. Standard	
Power Windows & Door Locks	Power Windows & Door Locks	
Tinted Glass	Mfg. Std. Tint on All Windows	
Floor Mats	Front & Rear, Color to Match Interior	
Seats		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
Safety		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4 WHEEL DISC ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		
Tires & Wheels	Mfg. Std. - List Size	P255 / 65R 18 A/S
Spare	Mfg. Std. - List Type	COMPACT
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YR OR 60,000 MILES

ITEM 44		VEHICLE OPTIONS		Dealer Name: SMART FORD MALVERN	
TYPE VIB Midsize 4WD 7-Pass. Utility Vehicle Back to Table of Contents				2025 FORD EXPLORER	K8B
Body & Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price	
Engine					
Gasoline Engine Upgrade	CC	List HP, Liter, Cylinders	N/A	\$0.00	
Engine Block Heater	HB	Engine Block Heater	41H	\$135.00	
Flex Fuel	FFV	Flex Fuel Capable	N/A	\$0.00	
Transmission/Drivetrain					
Limited Slip Differential	LS	Limited Slip Differential	N/A	\$0.00	
Skid Plate	KO	Skid Plate	N/A	\$0.00	
Low Range Gears	LR	Low Range Gears for Off Road	N/A	\$0.00	
Electrical					
Daytime Running Lights	DL	Add Daytime Running Lights	942	\$75.00	
Power Outlet	EP	Add 12-Volt Power Outlet	STD.	\$0.00	
Interior					
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	STD STEREO	\$0.00	
Towing					
Towing Package	XO	Mfg. Standard	STD	\$0.00	
Tires & Wheels					
All Terrain Tires	AT	All Terrain Tires	N/A	\$0.00	
Spare	WL	Mounted full size spare	COMPACT	\$0.00	



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **OLSSON, INC. (AMENDMENT NO. 1):**

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Olsson, Inc. for the design of removal and replacing coating systems and updating safety systems at the Baxter one-million-gallon ground storage water tank in an amount not to exceed \$63,200.00.

BACKGROUND:

The Baxter 1-MG elevated storage tank is located at the end of Baxter Lane near North Street between College Ave. and Mission Blvd. This tank provides water to the City's primary pressure plane. The tank is in need of removal and replacement of the painted coating systems due to normal aging. Furthermore, the tank climbing systems are outdated and need to be updated to modern safety standards. Tank inspections performed in 2023 identified this tank as the top priority for reconditioning.

DISCUSSION:

Olsson Inc. has been involved in many past City tank rehabilitation projects, as well as new construction designs. On January 9, 2024, the City of Fayetteville conducted a formal Engineering Selection meeting for this project and selected Olsson, Inc. (RFQ 23-01, Selection #12). The scope of services for this project will include site visits, structural inspections and analyses, developing plans and specifications for coating systems and tank mixing retrofits, and bidding services.

Design, permitting, and bidding are now complete. Amendment No. 1 will expand the scope with Olsson to provide construction administration, engineering, and field inspection services throughout construction. The cost of this service is \$63,200.00.

BUDGET/STAFF IMPACT:

Funds are available in the Water Tank Improvements account.

ATTACHMENTS: SRF (#3) , Amendment No. 1 (#4), Appendix A - Scope of Services (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-472

OLSSON, INC. (AMENDMENT NO. 1):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH OLSSON, INC. IN AN AMOUNT NOT TO EXCEED \$63,200.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH REPLACING COATING SYSTEMS AND UPDATING SAFETY SYSTEMS AT THE BAXTER WATER STORAGE TANK

WHEREAS, on May 7, 2024, City Council approved Resolution 130-24 approving an engineering services agreement with Olsson, Inc. for the design of removal and replacement of coating systems and updating safety systems for the Baxter Water Storage Tank; and

WHEREAS, Amendment No. 1 will expand the scope with Olsson to provide construction administration, engineering, and field inspection services throughout construction.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 1 to the Professional Engineering Services Agreement with Olsson, Inc. in an amount not to exceed \$63,200.00 for construction administration, engineering, and field inspection services associated with replacing coating systems and updating safety systems at the Baxter Water Storage Tank.

City of Fayetteville Staff Review Form

2025-472

Item ID

5/6/2025

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

Tim Nyander

4/10/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the Engineering Services Agreement with Olsson, Inc. for the design of removal and replacing coating systems and updating safety systems at the Baxter one-million-gallon ground storage water tank in an amount not to exceed \$63,200.00.

Budget Impact:

5400.720.5600-5314.00

Water & Sewer

Account Number

Fund

14010.1

Water Tank Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,531,001.00

Expenses (Actual+Encum)

\$ 955,544.96

Available Budget

\$ 1,575,456.04

Does item have a direct cost? Yes

Item Cost

\$ 63,200.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,512,256.04

V20221130

Purchase Order Number: 2024-575

Previous Ordinance or Resolution # 130-24

Change Order Number: 1

Approval Date:

Original Contract Number: 2024-00000032

Comments: RFQ 23-01, Selection #12

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

BAXTER 1MG GROUND WATER STORAGE TANK REHABILITATION

WHEREAS, on May 7, 2024, the City of Fayetteville, Arkansas (CITY OF FAYETTEVILLE) and Olsson Inc. of Fayetteville, Arkansas (ENGINEER) entered into an Agreement for engineering services in connection with the Baxter 1MG Ground Water Storage Tank Rehabilitation (the “Project”); and

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

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

NOW THEREFORE, in consideration of the mutual covenants and Agreements herein contained, CITY OF FAYETTEVILLE and the ENGINEER, the parties hereto, stipulate and agree that the Agreement for Engineering Services dated May 7, 2024, is hereby amended in the following particulars:

SECTION 5 – PAYMENTS TO ENGINEER

Delete Paragraph 5.1 and replace with the following:

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is ~~\$131,200.00~~. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on an hourly NTE basis as described in Appendix A.

APPENDIX A – SCOPE OF SERVICES

A. Engineering Construction Administration

Delete First Paragraph and replace with the following:

Olsson shall provide engineering construction administration based on a 150-day construction schedule.

Olsson will attend a preconstruction meeting. Fee is limited to two Olsson engineers to attend meeting.

Olsson will attend monthly progress meetings. Fee is limited to one Olsson engineer to attend monthly meetings.

Olsson will furnish a professional engineer to make up to six (6) visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the Owner against defects

and deficiencies in the work of the contractor; but he cannot guarantee the performance of the contractor, nor will the Engineer supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or for the safety measures that the contractor takes or should take.

Olsson will review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

Olsson will prepare and review construction documentation including Requests For Information, Field Orders, Change Orders as directed by the Owner or Owner's representative.

Upon Contractor request for substantial completion approval, Olsson shall verify the Project on site and respond to Client.

Olsson shall conduct the Project final inspection with Client. Olsson shall provide written punch list and/or certificate of completion to Contractor and Client.

B. Construction Observation Services

Delete First Paragraph and replace with the following:

Olsson shall provide Resident Project Representative (RPR) for construction observation services. Olsson's RPR shall be a NACE CIP Level 1 certified inspector for the review of technical specifications for coatings and application; observation of washing/ blasting/ surface preparation and cleaning; weather conditions; crack and concrete repairs; and coating application (all prime, intermediate, and final coats). Each coating layer will have dry film thickness readings collected. Surface profile readings, weather conditions, wet mil thickness, and dry film thickness readings will be recorded in a field coating report. A final coating oversight/inspection document will be completed.

NACE CIP Level 1 RPR shall be provided on a time and expense basis. Lodging and meal expenses shall be billed at \$150 per diem basis. Positector equipment charge will be billed at \$150 per trip-day.

RPR duties are anticipated to be approximately "Part-time" during Contractor's active working days and allowable working hours defined in the construction contract. A total of 40 working days and estimated 320 hours are anticipated to complete construction work in the required sequence, over a period of 150 active working days during the restricted construction season and schedule.

C. Compensation

Delete Second Paragraph and replace with the following:

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$131,200.00.

Amendment No. 1 increases the Baxter 1MG Ground Water Storage Tank Rehabilitation total project by \$63,200.00 for additional services related to Construction Administration and Construction Observation.

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

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

CITY OF FAYETTEVILLE, ARKANSAS

OLSSON INC.

By: _____
Mayor, Molly A. Rawn

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

ATTEST:

By: _____
City Clerk

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

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



Appendix A

SCOPE OF SERVICES AMENDMENT #1

Corey Granderson
Utilities Engineer
City of Fayetteville, Arkansas

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 456 E. Baxter Lane, Fayetteville, AR

Project Description: Baxter 1 MG Ground Storage Tank Rehabilitation

SCOPE OF SERVICES

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

PHASE 400 ENGINEERING CONSTRUCTION ADMINISTRATION

Construction Schedule

Olsson shall provide engineering construction administration based on a 150-day construction schedule.

Preconstruction Meeting

Olsson will attend a preconstruction meeting. Fee is limited to two Olsson engineers to attend meeting.

Progress Meetings

Olsson will attend monthly progress meetings. Fee is limited to one Olsson engineer to attend monthly meetings.

Site Visits

Olsson will furnish a professional engineer to make up to five (5) visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these

services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the contractor; but he cannot guarantee the performance of the contractor, nor will the Engineer supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction or for the safety measures that the contractor takes or should take.

Submittal Review

Olsson will review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Owner to ensure general conformance with the design concept of the project and general compliance by the contractor with the information given in the contract documents. It does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the contract documents.

Construction Documents

Olsson will prepare and review construction documentation including Requests For Information, Field Orders, Change Orders as directed by the Owner or Owner's representative.

Substantial Completion

Upon Contractor request for substantial completion approval, Olsson shall verify the Project on site and respond to Client.

Final Inspection

Olsson shall conduct the Project final inspection with Client. Olsson shall provide written punch list and/ or certificate of completion to Contractor and Client.

PHASE 500 CONSTRUCTION OBSERVATION SERVICES

Resident Project Representative

Olsson shall provide Resident Project Representative (RPR) for construction observation services. Olsson's RPR shall be a NACE CIP Level 1 certified inspector for the review of technical specifications for coatings and application; observation of washing/ blasting/ surface preparation and cleaning; weather conditions; crack and concrete repairs; and coating application (all prime, intermediate, and final coats). Each coating layer will have dry film thickness readings collected. Surface profile readings,

weather conditions, wet mil thickness, and dry film thickness readings will be recorded in a field coating report. A final coating oversight/inspection document will be completed.

NACE Inspection

NACE CIP Level 1 RPR shall be provided on a time and expense basis. Lodging and meal expenses shall be billed at \$150 per diem basis. Positector equipment charge will be billed at \$150 per trip-day.

RPR Work Schedule

RPR duties are anticipated to be approximately "Part-time" during Contractor's active working days and allowable working hours defined in the construction contract. A total of 40 working days and estimated 320 hours are anticipated to complete construction work in the required sequence, over a period of 150 active working days during the restricted construction season and schedule.

PROJECT SCHEDULE

- Council Approval: Tuesday, May 07, 2024
- Kickoff Meeting: Tuesday, May 14, 2024
- Submit to ADH: Tuesday, August 20, 2024
- Bid Advertisement: Sunday, January 12, 2024
- Bid Opening: Wednesday, February 12, 2025
- Project Award: April 2025
- Substantial Completion: 120 Days
- Final Completion: 150 Days

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$63,200.00.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate

charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval. Optional Additional Services shall include but not limited to:

- Any meetings with local, State, or Federal agencies, or other affected parties to discuss the project, other than those specifically noted.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that may become effective subsequent to the date of this agreement.
- Assist City with negotiating and reviewing any liquidated damages for delays caused by Contractor if the project extends beyond the anticipated contractual durations.
- Special consultants or independent professional associates requested or authorized by City.
- Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, and services after the award of the contract in evaluating and determining the acceptability of substitutions proposed by the Contractor.
- Evaluation of unusually complex claims or an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work beyond the level of effort budgeted under Construction Phase Services.
- Changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, the City's schedule, character of construction, or method of financing; and revisions to previously accepted studies, reports, design documents, or construction Contract Documents when such revisions are required by changes in laws, regulations, ordinances, codes, or are due to any other causes beyond the Engineer's control.

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.

Date: 20-Mar-25

Job: Baxter 1 MG Ground Storage Tank Rehab

		TOTALS			
Phase/ Task	Description of Work	Total Man-Days	Total Labor Fee	Total Expense Fee	Total Fee
100	Project Administration	-	\$ -	\$ -	\$ -
	General Project Administration	3.00	\$ 5,160.00	\$ -	\$ 5,160.00
	Project Kickoff Meeting	2.13	\$ 2,875.00	\$ 20.10	\$ 2,895.10
		-	\$ -	\$ -	\$ -
		-	\$ -	\$ -	\$ -
200	Design Phase	-	\$ -	\$ -	\$ -
	Site Visit	1.50	\$ 1,830.00	\$ 20.10	\$ 1,850.10
	Project Specifications	23.50	\$ 21,380.00	\$ -	\$ 21,380.00
	Structure Modifications Design	12.00	\$ 13,840.00	\$ -	\$ 13,840.00
	Electrical Service Connection Design	2.00	\$ 3,520.00	\$ -	\$ 3,520.00
	Client Review	2.50	\$ 3,300.00	\$ -	\$ 3,300.00
	QA/QC Review	4.00	\$ 6,080.00	\$ -	\$ 6,080.00
	Opinion of Probable Costs	2.13	\$ 2,455.00	\$ -	\$ 2,455.00
	Agency Review	2.00	\$ 2,080.00	\$ 550.00	\$ 2,630.00
		-	\$ -	\$ -	\$ -
		-	\$ -	\$ -	\$ -
300	Bidding Phase Services	-	\$ -	\$ -	\$ -
	Invitation for Bids	0.63	\$ 635.00	\$ -	\$ 635.00
	Distribute Plans and Specifications	0.25	\$ 215.00	\$ -	\$ 215.00
	Answer Questions/Prepare Addenda	3.00	\$ 3,400.00	\$ -	\$ 3,400.00
	Recommendation of Award	0.63	\$ 635.00	\$ -	\$ 635.00
		-	\$ -	\$ -	\$ -
400	Construction Phase Services	-	\$ -	\$ -	\$ -
	Engineering Admin	14.00	\$ 16,060.00	\$ -	\$ 16,060.00
	NDT/Critical Inspection Services (40 visits)	45.00	\$ 40,800.00	\$ 6,300.00	\$ 47,100.00
		-	\$ -	\$ -	\$ -
		-	\$ -	\$ -	\$ -
GRAND TOTAL		118.27	\$ 124,265.00	\$ 6,890.20	\$ 131,155.20

F:\2024\02001-02500\024-02141\20-Management\Contracts\Amendments\Amendment 1\Baxter Tank-Engineering Fee C

Total Fee (rounded) **\$ 131,200.00**



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **GARVER, LLC. (SERVICE AGREEMENT):**

RECOMMENDATION:

Staff recommends approval of an Engineering Services Agreement with Garver, LLC in an amount not to exceed \$303,704.00 for preliminary engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility (WRRF), pursuant to RFQ 25-01, Selection #5.

BACKGROUND:

The City completed a year-long master planning effort at the end of 2024 for the Noland WRRF, one of two wastewater treatment plants owned by the City of Fayetteville. This master plan, completed by Garver, took a comprehensive and in-depth look at the facility's performance and condition, both now and into the future. The most immediate improvements recommended by the plan were facility/equipment replacements associated with aging and deteriorating unit treatment processes such as new/increased influent pumping, aeration technology replacement, secondary clarifier rehab, headworks expansion, and tertiary filtration technology changes. The Phase 1 improvements are anticipated to take 5-years to implement, with an estimated total cost of \$80 million.

DISCUSSION:

The next step in this project is to move from master plan concepts to actual engineering designs, cost estimates, and initial project delivery planning. Garver was selected (RFQ 25-01, Selection #5) to provide these services. Although a large engineering effort will be needed for this project, this initial scope will progress design on all proposed improvements to a 10% level to ensure there are no major conflicts with existing plant elements or other proposed projects. This initial scope will also allow the city to determine best project delivery methods and select/on-board a contractor to participate in the design.

The not-to-exceed estimated fee for this first phase of engineering scope is \$303,704.00.

BUDGET/STAFF IMPACT:

Funds are available in the WWTP Building Improvements account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3) , RFQ 25-01, Selection 5 - Final Vote (#4), Agreement (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-467

GARVER, LLC. (SERVICE AGREEMENT):

A RESOLUTION TO AWARD RFQ #25-01, SELECTION #5, AND AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$303,704.00 FOR THE PRELIMINARY DESIGN OF IMPROVEMENTS TO THE NOLAND WATER RESOURCE RECOVERY FACILITY

WHEREAS, the City recently completed a year-long master planning effort for the Noland Water Resource Recovery Facility, which took a comprehensive and in-depth look at the facility's performance and condition; and

WHEREAS, the most immediate improvements recommended by the plan were facility/equipment replacements associated with aging and deteriorating unit treatment processes such as new/increased influent pumping, aeration technology replacement, secondary clarifier rehab, headworks expansion, and tertiary filtration technology changes; and

WHEREAS, the next step in this project is to move from master plan concepts to actual engineering designs, cost estimates, and initial project delivery planning.

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 RFQ #25-01, Selection #5, and authorizes Mayor Rawn to sign a professional engineering services contract with Garver, LLC in an amount not to exceed \$303,704.00 for the preliminary design of improvements to the Noland Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2025-467

Item ID

5/6/2025

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

Tim Nyander

4/8/2025

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an Engineering Services Agreement with Garver, LLC in an amount not to exceed \$303,704.00 for preliminary engineering design of master-plan recommended improvements to the Noland Water Resource Recovery Facility.

Budget Impact:

5400.730.5800-5314.00

Water & Sewer

Account Number

Fund

02032.1

WWTP Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 3,012,960.00

Expenses (Actual+Encum)

\$ 1,378,629.68

Available Budget

\$ 1,634,330.32

Does item have a direct cost? Yes

Item Cost

\$ 303,704.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,330,626.32

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

SELECTION COMMITTEE - VOTING RESULTS

Selection Description: RFQ 25-01, Selection 5 - Noland
WRRF Rehab & Upgrades Phase 1

Selection Committee Date/Time: 2/17/2025 at 2:00 PM via Zoom

Firms are listed in alphabetical order			
Overall RANK	1	2	3
	Black & Veatch	Freese and Nichols, Inc.	Garver, LLC
1st			
2nd			
3rd			

OVERALL RANK SUMMARY SCORING

1st ranked firm:

Garver, LLC

2nd ranked firm:

Freese and Nichols, Inc.

3rd ranked firm:

Black & Veatch

Tallied by:

Amanda Beilfuss

Amanda Beilfuss, Procurement Director

Date: 03 / 19 / 25

Kenny Fitch

Kenny Fitch, Sr. Procurement Agent

Date: 03 / 19 / 25

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
GARVER, LLC

THIS AGREEMENT is made as of _____, 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and GARVER, LLC (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 his 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 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 3.1.6 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.
- 3.1.7 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 A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement shall be based upon on an Hourly basis as described in Appendix B.
- 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 as 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 insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000 Each Accident
Commercial General Liability	
Bodily Injury and	\$1,000,000 Combined Single Limit
Property Damage	
Automobile Liability:	
Bodily Injury and	\$1,000,000 Combined Single Limit
Property Damage	
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, and
- 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.
- 6.6 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, disks of CADD drawings and cross sections, estimates, specification field notes, and 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, drawings, and specifications 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:
125 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
2049 E. Joyce Blvd, Suite 400
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. Notwithstanding anything to the contrary herein, ENGINEER's proprietary, financial information is not subject to audit.

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 asserts 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 assertion, 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 damages in an amount up to the limits set forth in Section 7.8 below.

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.

7.7 Mutual Waiver

7.7.1 Notwithstanding anything in this Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence).

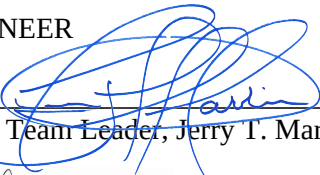
IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Molly Rawn

ATTEST:
By: _____
City Clerk

ENGINEER

By:  _____
Water Team Leader, Jerry T. Martin

By:  _____
Project Manager, Chris Randall

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



APPENDIX A – SCOPE OF SERVICES

GARVER agrees to perform engineering services in connection with the Fayetteville Noland Water Resource Recovery Facility (WRRF) Phase 1 Improvements (PROJECT) as hereinafter stated, in accordance with the stipulations in this agreement. In general, the scope of work includes preliminary engineering efforts for the PROJECT based on the near-term capital improvements plan recommendations of the 2024 Master Plan developed for the Noland WRRF.

The 2024 Master Plan developed conceptual designs for the proposed capital improvements at the Noland WRRF over a 20-year period. The scope of work in this contract includes engineering efforts for the PROJECT, specifically the proposed near-term capital improvements recommended in the 2024 Master Plan, which have been updated based on recent discussions with the OWNER. The scope of the Phase 1 Improvements project generally includes the following:

- (a) Headworks Screening Removal Improvements
 - 1) Improvements based on recommendations of the 10% Design efforts
- (b) Headworks Grit Removal
 - 1) Replace existing mechanical vortex grit removal equipment.
 - 2) Replace existing two grit pumps and two grit classifiers
- (c) New Influent Pump Station
 - 1) Construct a new wet-pit submersible influent pump station to replace existing Influent Pump Station No. 1
 - 2) Construct a new electrical building
- (d) Biological Nutrient Removal (BNR) Trains Aeration Improvements
 - 1) Rehabilitate existing BNR trains with diffused aeration system
 - 2) Construct a new electrical building and blower building
- (e) Secondary Clarifier Improvements
 - 1) Mechanism Improvements for the four existing secondary clarifiers
- (f) New Disk Filter Facility
 - 1) Construct new disk filter facility with three disk filter cells
 - 2) Construct backwash pump room
- (g) UV Disinfection Improvements
 - 1) Rehabilitate existing parallel UV channel with new UV disinfection system.
- (h) Sludge Holding Tank Improvements
 - 1) Rehabilitate two existing sludge holding tanks with decanting and diffused aeration system
 - 2) Rehabilitate existing blower building with new blowers for the diffused aeration system
- (i) Dewatering Improvements
 - 1) Replace the oldest belt filter press (BFP) with a new 2-meter BFP
 - 2) Heating, ventilation, and air conditioning (HVAC) system upgrades
- (j) Site Civil Improvements
 - 1) Install yard piping for
 - a. Interconnecting influent and effluent of new headworks screening facility
 - b. Interconnecting influent and effluent of new influent pump station
 - c. Interconnecting influent and effluent of new disk filter facility
 - d. Interconnecting influent of UV disinfection facility



- e. Interconnecting decant piping from the rehabilitated sludge holding tanks
- 2) Site grading, paving, and drainage improvements as required for improvements herein.
- (k) Site Electrical and SCADA Improvements
 - 1) Site electrical and SCADA improvements as needed to support improvements herein.
 - 2) SCADA improvements as needed to support improvements herein.

Further design services (as listed under Future Tasks) will be provided via amendments. As a part of this contract, GARVER shall perform basic engineering services necessary for the development of the PROJECT as follows:

1. TASK 1 – PROJECT MANAGEMENT AND QUALITY ASSURANCE

GARVER will manage professional services to complete the PROJECT. These services will include preparation of PROJECT controls including progress reports, action items logs, decision logs, project team meetings, technical review committee workshops, schedule and cash flow projections, and invoicing. GARVER shall provide professional services in this Task as follows.

- 1.1. GARVER will prepare a PROJECT Work Plan, a document to be used by all participants in the PROJECT to ensure a common understanding of PROJECT goals, scope, and tasks as follows:
 - (a) PROJECT definition
 - (b) PROJECT resources
 - (c) PROJECT schedule
 - (d) PROJECT budget
 - (e) Quality Management Plan
 - (f) Change Management Plan
 - (g) Communications Plan
- 1.2. GARVER will plan and participate in a PROJECT start-up meeting with OWNER to confirm PROJECT scope, personnel, lines of communication, security protocols, change management, and schedule.
- 1.3. GARVER will develop a schedule for the PROJECT, which will be periodically updated throughout completion of the PROJECT.
- 1.4. GARVER will prepare monthly invoices.

2. TASK 2 – 10% DESIGN

This task will establish complete facility layouts and incorporate into an overall site plan to coordinate the site and process integration of the near-term improvements as well as future CIP projects.

- 2.1. The 10% Design phase submittal will include a 10% Design Report comprising the following sections:
 - (a) Executive Summary
 - (b) Overall Project Design Criteria



1. Influent flow and loadings at annual average day, maximum month, and peak-hour conditions
 2. Mass Balance Updates
- (c) Conceptual (10%) Design of all Near-term Improvements
 - (a) Headworks Screening Removal
 1. Evaluation of expanding the existing headworks facility (as presented in the 2024 Master Plan) versus constructing a new headworks screening building adjacent to the existing facility.
 2. Hydraulic profile update based on selected alternative
 - (b) Headworks Grit Removal
 - (c) New Influent Pump Station
 - (d) BNR Trains Improvements and New Blower Facility
 - (e) Secondary Clarifiers Rehabilitation
 - (f) New Cloth-Media Tertiary Filtration Complex
 - (g) UV Disinfection Upgrades
 - (h) Sludge Holding Tank Aeration and Piping Improvements
 - (i) Site Electrical Improvements
- 2.2. Conceptual design of each facility in the 10% Design Report will include the following:
 - (a) Process specific design criteria
 - (b) Manufacturer equipment sizing information,
 - (c) Building design basis,
 - (d) Refined facility layouts with 3D renderings,
 - (e) Overall process control descriptions,
 - (f) Provisions for electrical upgrades.
- 2.3. 10% Design Report will also include:
 - (a) Updated site layouts and a 10% level OPCC estimate.
 - (b) Proposed phasing sequence for all elements included in the 10% Design Report
- 2.4. 10% Design Report will provide the foundation for the preliminary design report discussed in Task 3. This submittal will not include technical specifications or “front end” contract documents. OWNER comments will be discussed at a 10% Design Workshop.
- 2.5. 10% Design Workshop: Following submission of the 10% Design Report, GARVER will lead and participate in a workshop. The workshop will be held at the OWNER’s office and major items of discussion will include:
 - (a) Provide an overview of 10% Design Report
 - (b) Review headworks screening removal improvements alternatives
 - (c) Review equipment recommendations
 - (d) Review facility layouts and overall process control approaches
 - (e) Review of the preliminary site plan.
 - (f) Review major equipment selection.
 - (g) Review proposed construction sequencing.
- 2.6. GARVER will incorporate comments from the OWNER on the 10% Design Report and Prepare a Final Version to share with CMAR.
- 2.7. Cost-Loaded Schedule



- (a) GARVER will update the cost-loaded schedule spreadsheet developed as a part of the 2024 Master Plan throughout this task.

2.8. Deliverables

- (a) PDF format of 10% Design Report.
- (b) Three hard copies of 10% Design Report.
- (c) Kickoff and 10% design workshop meeting minutes (electronic PDF).
- (d) Updated cost-loaded schedule spreadsheet.
- (e) Electronic files as requested.

3. TASK 3 – CMAR SOLICITATION

- 3.1. GARVER will support the OWNER in developing a request for proposal (RFP) for CMAR solicitation and public advertisement.
- 3.2. GARVER will assist the OWNER in negotiating a CMAR Preconstruction Contract with the selected CMAR that provides for an off-ramp at the final GMP.

4. TASK 4 – CMAR ONBOARDING

- 4.1. Following CMAR selection, GARVER will conduct a project on-boarding meeting and site walk with the CMAR and the City to present the conceptual design of the proposed improvements. In addition to familiarizing the CMAR with the project, the goal of this Task is for the CMAR to provide input on phasing and construction sequencing.
- 4.2. GARVER will conduct a 10% design review meeting with the CMAR. Garver will solicit feedback from the CMAR on OPCC, phasing of the near-term improvements, value engineering, materials of construction, maintenance of operations, and building systems. Facilities for 30% design will be finalized during this effort.



FUTURE TASKS

The following additional services will only be performed after written amendment from the OWNER, or a supplemental contract if agreeable to both parties:

5. TASK 5 – PRELIMINARY DESIGN (30%)

This task will include project management and quality assurance for the preliminary design (30%) of the following facilities:

- (a) Headworks Improvements
 - 1) 30% design will be based on the selected alternative from 10% Design DIM.
- (b) UV Disinfection Improvements
 - 1) Rehabilitate existing parallel UV channel with new UV disinfection system
- (c) Sludge Holding Tank Improvements
 - 1) Rehabilitate two existing sludge holding tanks with decanting and diffused aeration system
 - 2) Rehabilitate existing blower building with new blowers for the diffused aeration system
- (d) Site Civil Improvements
 - 1) Install yard piping for
 - a. Interconnecting influent and effluent of new headworks screening facility
 - b. Interconnecting influent of UV disinfection facility
 - c. Interconnecting decant of the rehabilitated sludge holding tanks
 - 2) Site grading, paving, and drainage improvements as required for improvements herein.
- (e) Site Electrical and SCADA Improvements
 - 1) Site electrical and SCADA improvements as needed to support improvements herein.
 - 2) SCADA improvements as needed to support improvements herein.

- 5.1. The Preliminary (30%) Design phase submittal will include a preliminary design report documenting the design criteria, preliminary drawings, and an opinion of probable construction cost (OPCC) within -30% to +30% accuracy range of expected construction cost. The preliminary design report (PDR) will be organized using a series of Design Information Memorandums (DIMs). The PDR will include the following sections:

- (a) DIM 0 – Executive Summary
- (b) DIM 1 – Overall Project Design Criteria (From 10% Design Report)
- (c) DIM 2 – Hydraulic Profile
- (d) DIM 3 – Headworks Screening Improvements
- (e) DIM 4 – UV Disinfection Rehabilitation
- (f) DIM 5 – Sludge Holding Tank Rehabilitation
- (g) DIM 6 – Site Civil Concepts
- (h) DIM 7 – Structural Concepts
- (i) DIM 8 – Electrical, Instrumentation, & Controls Concepts
- (j) DIM 9 – Construction Sequencing and Constraints
- (k) DIM 10 – Equipment Cut Sheets
- (l) DIM 11 – 30% Drawings

- 5.2. The preliminary design phase will represent approximately 30 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract



documents. Owner comments will be discussed at a Preliminary Design Workshop. GARVER will incorporate comments from the Owner on the Preliminary Design in the Final Design.

- 5.3. Garver will submit a copy of the Preliminary Design Report and Plans to ADEE as a searchable and bookmarked PDF and one (1) hard copy.

6. TASK 6 - SURVEY

- 6.1. GARVER will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements.
- 6.2. GARVER will provide photogrammetry utilizing a fixed wing drone. GARVER will locate visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. GARVER will establish six control points for use during construction.

7. TASK 7 – GEOTECHNICAL COORDINATION

- 7.1. Garver will contract with an independent licensed geotechnical engineer to perform a geotechnical evaluation for this project. Garver will prepare boring layout exhibits and stake up to twenty (20) locations for geotechnical borings
- 7.2. Garver will review the report prepared by the licensed geotechnical engineer. This will include a review of the boring logs, laboratory test results, discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design foundation and site preparation recommendations for the project.

8. TASK 8 – CMAR COORDINATION DURING DESIGN

- 8.1. GARVER will conduct design review meetings with the CMAR and Owner at each milestone deliverable. Garver will solicit feedback from the CMAR on value engineering, materials of construction, maintenance of operations, and building systems.
- 8.2. GARVER will collaborate with the CMAR to develop a risk register to track project risks and mitigation techniques.
- 8.3. GARVER will assist the City in negotiating a CMAR construction contract for each bid package.

9. TASK 9 - FINAL DESIGN

Based upon the results of the approved preliminary design by the Owner, GARVER will develop the detailed plans and specifications as a part of the Final Design for a single construction contract. GARVER will provide only technical specifications. Front end documents will be the responsibility of the CMAR.

Garver will develop 60%, 90%, 100%, ADEE Construction Permit Application, and conformed Drawings, Details, and Specifications to support design of the included elements in the Preliminary Design (30%).



- 9.1. Garver will develop 60% Drawings, Details, Technical Specifications, and an AACE Class 3 OPCC for the recommendations provided in Task 3. These plans will be to a 60% level and will include proposed process location, civil and mechanical layouts, and general structural design. The 60% plans will be developed in accordance with applicable and appropriate code requirements.
- 9.2. Garver will develop 90% Drawings, Details, and Technical Specifications for the recommendations provided in 3. These plans will be to a 90% level and will include proposed process location, civil and mechanical layouts, and structural design. The 90% plans will be developed in accordance with applicable and appropriate code requirements.
- 9.3. GARVER will furnish OWNER, when requested, the engineering data and graphics necessary for applications for routine permits, submittals, and approvals required by local, state, and federal authorities, and assist OWNER in consultations with appropriate authorities. GARVER will coordinate and meet with applicable regulatory agencies, which may include but are not limited to the ADEE.
- 9.4. Garver will develop ADEE Construction Permit Application Submittal. These plans will be to a 90% level and will be signed and sealed per ADEE application requirements.
- 9.5. Deliverables
 - (a) 60% Drawings, Details, and Technical Specifications as a searchable and bookmarked PDF.
 - (b) 90% Drawings, Details, Front-End and Technical Specifications as a searchable and bookmarked PDF.
 - (c) ADEE Construction Permit Application with Signed and Sealed Drawings and Specifications as a searchable and bookmarked PDF and one (1) half-size hard copy.
 - (d) Issued for construction Drawings, Details, and Technical Specifications as a searchable and bookmarked PDF.

10. TASK 10 – Bidding Support

- 10.1. Garver will support CMAR in bidding activities. GARVER's support will include responding to RFIs and questions during bidding.

11. TASK 11 - CONSTRUCTION ADMINISTRATION SERVICES

The scope identified in this task is to be modified and authorized by a future amendment to the Agreement and currently assumes a 24-month construction schedule and CMAR contractor selection. During the construction phase of work, GARVER will accomplish the following:

- 11.1. Attend preconstruction meeting.
- 11.2. Attend monthly progress/coordination meetings, up to a maximum of 24, with the Owner/Contractor.
- 11.3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve CMAR contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The



CMAR contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. GARVER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, GARVER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

- 11.4. Issue instructions to the CMAR contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- 11.5. Review the CMAR contractor's progress payment requests, up to a maximum of 24, based on the actual quantities of contract items completed and accepted, and make recommendations to the Owner regarding payment. GARVER's recommendation for payment shall not be a representation that GARVER has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the CMAR contractor's right to payment; or (3) to ascertain how the CMAR contractor has used money previously paid to the CMAR contractor.
- 11.6. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay GARVER an additional fee to be agreed upon by the Owner and GARVER. The fee is based upon reviewing approximately 10 estimated contract modification requests and preparing up to 8 change orders. This corresponds to up to 200 hours of review and preparation time.
- 11.7. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request. GARVER will also provide a project certification letter with final project cost to the Owner.
- 11.8. Provide a maximum of 24 hours of survey crew time for field checking quantities and contractor's layout.
- 11.9. Provide record drawings incorporating any change orders, field changes, and CMAR contractor revisions.
- 11.10. The Construction Contract will include provisions for the CMAR contractor to pay for excess professional services beyond limits described herein.
- 11.11. Deliverables
 - (a) PDF file of all submittals, RFIs, O&M manuals with digital bookmarks.
 - (b) PDF of Record Drawings and Specifications.
 - (c) Record plans, and specifications:
 - i. Five (5) copies of specifications, three (3) half size drawings, and two (2) full size drawings to the Owner.



12. TASK 12 - CONSTRUCTION OBSERVATION

The scope identified in this task is to be modified and authorized by a future amendment to the Agreement and currently assumes a 24-month construction schedule and CMAR contractor selection. During the construction phase of work, GARVER will accomplish the following:

- 12.1. Construction observation services will be provided by GARVER's Resident Project Representative, who will provide or accomplish the following:
- 12.2. Consult with and advise the Owner during the construction period.
- 12.3. Coordinate with the firm providing construction materials quality assurance testing.
- 12.4. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- 12.5. Maintain a project diary which will contain information pertinent to each site visit.
- 12.6. Maintain a set of working drawings and prepare and furnish record drawings based upon the Contractor markups.
- 12.7. Provide part-time resident construction observation services for the construction contract performance time. The scope of services assumes observation of all concrete pours. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay GARVER an additional fee agreed to by the Owner and GARVER.
- 12.8. The proposed fee for Construction Phase Services is based on a 730-calendar day construction contract performance time which will begin when the Owner issues an NTP to the CMAR contractor. If the construction time extends beyond the time established in this agreement, the Construction Contract will be drafted such that the CMAR contractor is required to pay for excess professional services. The Construction Contract will also require the CMAR contractor to pay for excess professional services beyond the observation limits described herein.
- 12.9. In performing construction observation services, GARVER will endeavor to protect the Owner against defects and deficiencies in the work; but GARVER cannot guarantee the performance of the CMAR contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the CMAR contractor takes or should take. However, if at any time during construction GARVER observes that the work does not comply with the design documents, GARVER will notify the CMAR contractor of such non-compliance and advise him in writing to correct the deficiency. GARVER will also record the observance, the discussion, and the actions taken. If the CMAR contractor continues without satisfactory corrective action, GARVER will notify the Owner immediately, so that appropriate action under the Owner's contract with the CMAR contractor can be taken.
- 12.10. Deliverables
 - (a) PDF of observation reports and testing reports. The Construction Contract documents will the Contractor to complete and provide daily reports.



13. TASK 13 - START-UP SERVICES

Garver will provide up to 100 hours of on-site startup support. This effort will support operations staff and Contractor in startup of unit processes, optimizing control setpoints, and providing process operation guidance.

14. TASK 14 – WARRANTY INSPECTION SERVICES

Garver will participate in a site walk through approximately 30 days prior to the end of the Contractors warranty period. Garver will draft a letter to the Contractor outlining any observed warranty defects.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- (a) Revisions, due to changed conditions, after OWNER approval and GARVER completion of final documents.
- (b) Submittals or deliverables in addition to those listed herein.
- (c) Pilot testing.
- (d) Independent construction materials testing outside of this contract.
- (e) Video inspections and/or pipeline cleaning.
- (f) Wastewater flow monitoring.
- (g) Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- (h) Risk assessments and Emergency Response Plans in accordance with America's Water Infrastructure Act.
- (i) Rate studies.
- (j) Operations and maintenance services.
- (k) Financial services.
- (l) Receiving Stream Modeling.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

SCHEDULE

GARVER shall begin work under this agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:



Phase Description	Calendar Days
Kickoff Meeting	14 days from notice to proceed
Task 1 – Project Management and Quality Assurance	Project Duration
Task 2 – Submit Draft 10% Design Report	120 days after Kickoff meeting
Task 2 – 10% Design Workshop	14 days after draft 10% Design Report Submittal
Task 2 – Submit Final 10% Design Report	30 days after 10% design workshop
Task 3 – CMAR Solicitation	90 days from NTP for this Task
Task 4 – CMAR Onboarding	45 days from CMAR selection
Future Tasks	
Task 5 – Preliminary Design	5 months from NTP for this Task
Task 6 – Survey	2 months from NTP for this Task
Task 7 – Geotechnical Coordination	3 months from NTP for this Task
Task 8 – CMAR Design Coordination	Final Design Duration
Task 9 – Final Design	6 months from NTP for this Task
Task 10 – Bidding Support	Bidding Duration
Task 11 – Construction Administration Services	24 months from issuance of NTP to CMAR Contractor
Task 12 – Construction Observation	24 months from issuance of NTP to CMAR Contractor
Task 13 - Start-up Services	45 days from NTP from for this task
Task 14 - Warranty Inspection Services	30 days prior to the end of the Contractors warranty period

Appendix B

City of Fayetteville

Fayetteville Noland WRRF Phase I Improvements

FEE SUMMARY

Basic Services Section	Estimated Fees
Task 1 - Project Management and Quality	\$ 23,627.00
Task 2 - 10% Design (All Near-Term Improvements)	\$ 231,995.00
Task 3 - CMAR Solicitation	\$ 12,514.00
Task 4 – CMAR Onboarding	\$ 35,568.00
Subtotal for Basic Services Section	\$ 303,704.00



Appendix B
City of Fayetteville
Fayetteville Noland WRRF Phase I Improvements
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 135.00	RS-1	\$ 108.00
E-2	\$ 157.00	RS-2	\$ 143.00
E-3	\$ 180.00	RS-3	\$ 202.00
E-4	\$ 211.00	RS-4	\$ 278.00
E-5	\$ 257.00	RS-5	\$ 348.00
E-6	\$ 316.00	RS-6	\$ 428.00
E-7	\$ 439.00	RS-7	\$ 478.00
Planners		Environmental Specialists	
P-1	\$ 163.00	ES-1	\$ 108.00
P-2	\$ 204.00	ES-2	\$ 136.00
P-3	\$ 254.00	ES-3	\$ 174.00
P-4	\$ 284.00	ES-4	\$ 205.00
P-5	\$ 320.00	ES-5	\$ 258.00
Designers		ES-6	\$ 331.00
D-1	\$ 123.00	ES-7	\$ 414.00
D-2	\$ 140.00	ES-8	\$ 468.00
D-3	\$ 167.00	Project Controls	
D-4	\$ 200.00	PC-1	\$ 110.00
D-5	\$ 246.00	PC-2	\$ 146.00
Technicians		PC-3	\$ 186.00
T-1	\$ 99.00	PC-4	\$ 238.00
T-2	\$ 119.00	PC-5	\$ 291.00
T-3	\$ 145.00	PC-6	\$ 376.00
T-4	\$ 187.00	PC-7	\$ 472.00
Surveyors		Management / Administration	
S-1	\$ 60.00	AM-1	\$ 78.00
S-2	\$ 80.00	AM-2	\$ 100.00
S-3	\$ 108.00	AM-3	\$ 139.00
S-4	\$ 154.00	AM-4	\$ 178.00
S-5	\$ 195.00	AM-5	\$ 218.00
S-6	\$ 227.00	AM-6	\$ 283.00
S-7	\$ 269.00	AM-7	\$ 363.00
S-8	\$ 339.00	M-1	\$ 530.00
2-Man Crew (Survey)	\$ 234.00		
3-Man Crew (Survey)	\$ 293.00		
2-Man Crew (GPS Survey)	\$ 289.00		
3-Man Crew (GPS Survey)	\$ 359.00		
Construction Observation			
C-1	\$ 117.00		
C-2	\$ 146.00		
C-3	\$ 178.00		
C-4	\$ 230.00		
C-5	\$ 277.00		

Agreement for Professional Services

The agreed upon rates will be increased 4% annually with the first increase effective on or about July 1, 2025

Fayetteville Noland WRRF Phase I Improvements

Garver Project No. 2401736



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **J.A. RIGGS TRACTOR CO. (EQUIPMENT PURCHASE):**

RECOMMENDATION:

Staff recommends approval of the purchase of Paralleling Electrical Switchgear Equipment from J.A. Riggs Tractor Co. in the amount of \$993,580.00 plus applicable taxes for the Noland WRRF Emergency Generator Paralleling Switchgear project, pursuant to Bid 25-21.

BACKGROUND:

The primary electrical feed to the Noland Water Resource Recovery Facility (WRRF) has been identified as a concern for reliability of keeping the plant in-power continuously. This is primarily due to the arrangement of high voltage breakers and the WRRF's tie-in to both grid-power and standby generator power. Hawkins-Weir Engineers has designed the specific electrical equipment needed for this project. These improvements will help safeguard this critical facility from loss of power by increasing redundancies, replacing antiquated equipment, simplifying access and maintainability, and will be compatible with future upgrades. Due to the long lead-time equipment on this project, early direct procurement was identified as a cost and time saving strategy.

DISCUSSION:

Based on the engineering design and specifications, the City solicited formal bids the required paralleling electrical switchgear equipment per Bid 25-21 and received three bid responses as follows:

Technology Int'l., Inc.	\$405,000.00	Rejected, did not meet specs.
J.A. Riggs Tractor Co.	\$993,580.00	
Keathley Patterson	\$2,613,150.00	

Staff recommends awarding Bid 25-21 and authorizing the purchase of these items from J.A. Riggs Tractor Co. for \$993,580.00 plus applicable tax. Taxes are estimated at \$96,874.05 for a total estimated cost of \$1,090,454.05.

BUDGET/STAFF IMPACT:

Funds for this purchase are available in the WWTP Building Improvements account.

ATTACHMENTS: SRF (#3) , Bid 25-21, Bid Tab - Final (#4), Bid 25-21, Submittal - J A Riggs Tractor Co - E (#5), Recommendation of Award (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-464

J.A. RIGGS TRACTOR CO. (EQUIPMENT PURCHASE):

A RESOLUTION TO AWARD BID #25-21 AND AUTHORIZE THE PURCHASE OF SWITCHGEAR EQUIPMENT FROM J.A. RIGGS TRACTOR COMPANY IN THE AMOUNT OF \$993,580.00, PLUS ANY APPLICABLE TAXES, FOR THE NOLAND WATER RESOURCE RECOVERY FACILITY

WHEREAS, Hawkins Weir Engineers has designed improvements that will help safeguard the Noland Water Resource Recovery Facility from loss of power by increasing redundancies, replacing antiquated equipment, simplifying access and maintainability, and will be compatible with future upgrades; and

WHEREAS, due to the long lead-time for equipment on this project, early direct procurement was identified as a cost and time-saving strategy.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-21 and authorizes the purchase of paralleling electrical switchgear equipment from J.A. Riggs Tractor Company in the amount of \$993,580.00, plus any applicable taxes, for the Noland Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2025-464

Item ID

5/6/2025

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

Tim Nyander

4/4/2025

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the purchase of Paralleling Electrical Switchgear Equipment from J.A. Riggs Tractor Co. in the amount of \$993,580.00 plus applicable taxes for the Noland WRRF Emergency Generator Paralleling Switchgear project.

Budget Impact:

5400.730.5800-5801.00

Water & Sewer

Account Number

Fund

02032.1

WWTP Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 3,012,960.00

Expenses (Actual+Encum)

\$ 172,691.04

Available Budget

\$ 2,840,268.96

Does item have a direct cost? Yes

Item Cost

\$ 1,090,454.05

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,749,814.91

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Taxes are estimated at \$96,874.05 for a total estimated cost of \$1,090,454.05.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-21, Noland WWTF Emergency Generator Paralleling Switchgear

DEADLINE: Tuesday, March 04, 2025 at 2:00 PM

Line #	Description	QTY	UOM	TOTAL		
				Technology International, Inc.	J A Riggs Tractor Co	Keathley Patterson
1	Complete Switchgear Configuration	1	EA	\$405,000.00	\$993,580.00	\$2,613,150.00
				Unit	Unit	Unit
				\$405,000.00	\$993,580.00	\$2,613,150.00
				Rejected		Rejected

Kenny Fitch 3/12/25
Kenny Fitch, Sr Procurement Agent

Amanda Bell 3/12/25
Amanda Bell, Procurement Director



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 25-21

J A RIGGS TRACTOR CO

Supplier Response

Event Information

Number: Bid 25-21
Title: Noland WWTF Emergency Generator Paralleling Switchgear
Type: Invitation to Bid
Issue Date: 2/9/2025
Deadline: 3/4/2025 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the purchase of emergency generator paralleling switchgear for the Noland Wastewater Treatment Facility. This bid is for the purchase of equipment only. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch, Sr Procurement Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street
Fayetteville, AR 72701
Phone: (479) 575-8258
Email: kfitch@fayetteville-ar.gov

J A RIGGS TRACTOR CO Information

Contact: EDWARD DIXON
Address: 9125 INTERSTATE 30
LITTLE ROCK, AR 72209
Phone: (501) 570-3100
Fax: (501) 570-3346
Toll Free: (800) 759-3120
Email: DIXONE@JARIGGS.COM
Web Address: RIGGSCAT.COM

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

Brian Stewart

Signature

Stewartb@jariggs.com

Email

Submitted at 2/28/2025 02:22:15 PM (CT)

Requested Attachments

Bid 25-21, Bid Form and Signature Pages

Bid 25-21, Bid Form Final.pdf

Please attach your signed, completed bid form. This can be found in the 'Attachments' tab.

Bid Attributes

1 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes

☐ No

2 Check Yes or No:

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

☒ Yes

☐ No

3 Addendum Acknowledgement:

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

☒ I agree

Bid Lines

1 Complete Switchgear Configuration

Quantity: 1 UOM: EA Price: \$993,580.00 Total: \$993,580.00

Response Total: \$993,580.00



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

INVITATION TO BID

Bid 25-21, Noland WWTF Emergency Generator Paralleling
Switchgear

DEADLINE: Wednesday, March 04, 2025 before 2:00 PM, Local Time

CONTACT: Sr Procurement Agent Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 02/09/2025

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. **Submitting through the City's electronic bidding platform is strongly encouraged.**

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

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

Type text here

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 Division.

City of Fayetteville
Bid 25-21, Noland WWTF Emergency Generator Paralleling Switchgear
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-21, Noland WWTF Emergency Generator Paralleling Switchgear

The City of Fayetteville is seeking bids from qualified vendors for the purchase of emergency generator paralleling switchgear for the Noland Wastewater Treatment Facility. This bid is for the purchase of equipment only. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Sr Procurement Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, March 04, 2025 before 2:00 PM, local time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>.

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

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

Any bidder providing a service shall be registered with the Arkansas Secretary of State prior to the bid award. The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Kenny Fitch, Sr Procurement Agent
P: 479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 02/09/2025
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$177.41.

EXECUTION OF BID:

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

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

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

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

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

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
7. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
9. As a bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

*NAME OF FIRM: J.A. RIGGS TRACTOR COMPANY

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name

*BUSINESS ADDRESS: 4117 WAGON WHEEL ROAD

*CITY: SPRINGDALE

*STATE: AR

*ZIP: 72762

*PHONE: 501-607-1270

FAX:

*E-MAIL: STEWARTB@JARIGGS.COM

*BY: (PRINTED NAME) BRIAN STEWART

*AUTHORIZED SIGNATURE: *Brian Stewart*

*TITLE: POWER SYSTEMS TERRITORY MANAGER

UNIQUE ENTITY NUMBER:

CAGE NUMBER:

*TAX ID NUMBER: 71-0220904

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 25-21, Noland WWTF Emergency Generator Paralleling Switchgear
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.

SPRINGDALE

- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

- a. City Department that ordered the materials or services
- b. Order Date
- c. Delivery date or the date of services
- d. Name of the City Employee that requested or picked up the goods, materials, or service
- e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

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

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

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

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. CERTIFICATE OF INSURANCE

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:

Statutory Amount:

Comprehensive General & Automotive Liability: \$250,000 each person
\$500,000 aggregate

Property Damage Liability: \$100,000 aggregate

26. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

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

- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. ATTACHMENTS TO BID DOCUMENTS:

1. Section 16435 Emergency Generator Paralleling Switchgear – Medium Voltage
2. Exhibit A – Switchgear One-Line Diagram
3. Bid Form 25-21

**ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATIONS" FORM IN A
COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

BIDDING REQUIREMENTS:

- **NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER:** When given a specification option containing a blank (example a.____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL

- | | |
|--------------|---|
| <u> X </u> | The proposed equipment meets or exceeds the requirements as detailed in the attached Specification 16435 Emergency Generator Paralleling Switchgear |
| <u> X </u> | The supplier has provided a lump sum price for the switchgear as defined in Specification 16435 Paragraph 1.01.C. |
| <u> X </u> | The supplier has included all electrical studies as defined in Specification 16435 Paragraph 3.01. |
| <u> X </u> | The supplier has a minimum of three (3) medium voltage generator/utility paralleling switchgear installations for review by the Engineer and Owner. |

Owner/Contact Info SPRINGDALE WASTEWATER
LOREN SHARP
479-871-1385

Owner/Contact Info ARKANSAS CHILDREN'S HOSPITAL NORTHWEST
PAUL MILLER
479-381-5652

Owner/Contact Info UAMS LITTLE ROCK CAMPUS
Chris Gray
501-337-6131

SECTION 16435

EMERGENCY GENERATOR PARALLELING SWITCHGEAR – MEDIUM VOLTAGE

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The City of Fayetteville Utilities shall purchase the paralleling switchgear as detailed in this specification, for installation under a separate construction contract at the Noland Wastewater Treatment Facility (WWTF). The supplier of the paralleling switchgear shall be responsible for coordination with the Contractor during the installation and perform all required studies, startup services, and testing to ensure the switchgear is ready for operation.
- B. The supplier shall provide a lump sum price for the switchgear in the Bid Form 25-21. The switchgear shall be six (6) sections as shown in attached Exhibit A. The lump sum price shall include shipping costs and equipment insurance to the Noland WWTF, 1500 N Fox Hunter Road, Fayetteville AR 72701. Rigging and unloading shall be the responsibility of the installation Contractor and shall not be included in the supplier bid. Do not include sales tax with the bid. Sales tax will be added into the supplier purchase order after evaluation of bids to ensure the correct sales tax rate at the time of purchase.
- C. The switchgear shall be NEMA 1 indoor enclosure with six (6) sections. Section 1 shall include one (1) incoming utility breaker and protection/controls for use in the automatic sequence of operations. Section 2 shall include one (1) output breaker in the lower half of the section and provisions for a future output breaker in the upper half of the section. The switchgear shall be prepared such that installation of the breaker through the rack-in system described in this specification would add the redundant output breaker into the system. Sections 3 shall include a tie breaker with protection/controls to allow isolation of the generator bus and the utility/output bus, typically for generator testing while the plant is operating on utility power. Section 4 shall include the generator bus transition to the tie breaker and provisions for connection of a generator load bank when the tie breaker is opened. Section 5 shall include one (1) generator breaker and protection/controls for use in the automatic sequence of operations. Section 6 shall also include one (1) generator breaker with protection/controls for use in the automatic sequence of operations. The switchgear shall include a separately mounted automatic control system and a 125VDC battery rack and charging system, both for installation into a climate-controlled space. The lump sum price shall conform to all the requirements of this specification, and shall include the required studies, startup services, and testing to ensure the switchgear is ready for operation.

- D. The switchgear will replace an existing design that utilizes switching devices at different service voltage levels and separate physical locations. The existing design also lacks redundancy.
- E. The existing paralleling system utilizes a Caterpillar 2500kVA/2000kW standby/1825kW prime rated generator at 277/480V output, through a step-up pad mount transformer. Parallel switching control for the generator is at a switchboard between the generator and transformer. Switching on the utility side utilizes a recloser. The Caterpillar generator is an engine model 3516 with manufacturer serial number 4GN01023.
- F. The existing Caterpillar generator and step-up transformer will be maintained and used with the proposed switchgear. The proposed switchgear supplier must provide all services to integrate the existing generator into the switchgear operation.
- G. The proposed switchgear supplier shall be an authorized service provider for all components of the emergency power and paralleling system and shall provide qualified generator and switchgear service technicians within a fifty (50) mile radius of the Noland WWTF, with 24/7 emergency service availability. The supplier shall be ISO 9001 or 9002 certified.
- H. The proposed switchgear supplier shall provide a list of a minimum of three (3) medium voltage generator/utility paralleling switchgear installations for review by the Engineer and Owner. The supplier shall list the installations on the Bid Form.
- I. The paralleling system bid shall include the following components, as detailed within this specification:
 - 1. 15kV metal clad switchgear with six (6) breaker cubicles:
 - a. Utility #1 Breaker – Manual and Automatic Operation
 - b. Load Breaker – Manual and Automatic Operation
 - c. Future Redundant Load Breaker – Manual and Automatic Operation
 - d. Tie Breaker – Isolate the Generators from Utility for Testing – Manual and Automatic Operation
 - e. Generator #1 Breaker – Existing 2MW Generator, Manual and Automatic Operation as detailed in the Sequence of Operations
 - f. Generator #2 Breaker – Future Generator, Manual and Automatic Operation as detailed in the Sequence of Operations
 - 2. Breaker Metering, Protection Relays, Generator Paralleling Controls for each
 - 3. Freestanding PLC Based Paralleling Control Panel with Remote Actuation and Fiber Optic Ethernet Switch for WWTF SCADA (Climate Controlled Building)
 - 4. Battery System (Climate Controlled Building)
 - 5. Short Circuit, Coordination, and Arc Flash Studies. The Engineer shall provide the supplier with all existing Noland WWTF electrical studies for equipment downstream

of the proposed switchgear and shall procure any additional information required by the supplier to produce the studies.

1.02 STANDARDS

- A. UL-MV
- B. ANSI/IEEE C37.20
- C. NEMA SG-5
- D. NEMA SG-3
- E. NFPA 70
- F. NFPA 99
- G. NFPA 110
- H. IBC/CBC
- I. OSHPD
- J. CSA

1.03 SUBMITTALS

- A. Submit the following information to the Engineer for approval prior to manufacturing, electronically:
 - 1. Assembly details, including short circuit ratings, voltage, continuous current, interrupting ratings, industry certifications, and enclosure details.
 - 2. Circuit breaker lugging and conduit entry schedule
 - 3. Front, sides, and rear elevations
 - 4. One-line diagram
 - 5. Conduit entry locations
 - 6. Floor plan
 - 7. Anchor plan
 - 8. Controls one-line diagram
 - 9. Breaker control schematic
 - 10. Automation and communication schematic
 - 11. Controls conduit schedule and elevation
 - 12. Any exceptions to the sequence of operation
 - 13. Bill of Materials
 - 14. Product data sheets
- B. Submit O&M Manuals, three (3) bound and three (3) USB memory copies. The O&M Manuals shall include all information from 1.03.A above, along with all final as-built drawings, assembly and wiring diagrams, installation and operations information, electronic versions of PLC and HMI programs, and configuration setups of all programmable devices.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. The equipment shall be handled and stored in accordance with manufacturer's instructions. One (1) copy of these instructions shall be included with the equipment at time of shipment.
- B. Shipping groups shall be designed to be shipped by truck, rail, or ship. Breakers and accessories shall be packaged and shipped separately.
- C. Switchgear shall be equipped to be handled by crane. Where cranes are not available, switchgear shall be suitable for skidding in place on rollers using jacks to raise and lower the groups.
- D. Switchgear being stored prior to installation shall be stored so as to maintain the equipment in a clean and dry condition. If stored outdoors, indoor gear shall be covered and heated, and outdoor gear shall be heated.

PART 2 PRODUCTS

2.01 RATINGS

- A. The switchgear described in this specification shall be designed for operation on a 12.47 kV, 3-phase, 4-wire, solidly grounded 60-hertz system.
- B. Each circuit breaker shall have the following ratings: 15 kV maximum voltage, 95kV lightning impulse withstand voltage, 1200 A continuous current, 25 kA rated short circuit current at maximum voltage, 1.0 rated voltage range factor, 97 kA closing and latching peak capability, 25 kA maximum RMS symmetrical interrupting and three second rating, and three cycle rated interrupting time.

2.02 CONSTRUCTION

- A. The switchgear assembly shall consist of individual vertical sections housing various combinations of circuit breakers and auxiliaries, bolted to form a rigid metal-clad switchgear assembly. Metal side sheets shall provide grounded barriers between adjacent structures and solid removable metal barriers shall isolate the major primary sections of each circuit. Two rear covers shall be furnished for each vertical section for circuit isolation and ease of handling. The stationary primary contacts shall be silver-plated and recessed within insulating tubes. A steel shutter shall automatically cover the stationary primary disconnecting contacts when the breaker is in the disconnected position or out of the cell. Provide rails to allow withdrawal of each circuit breaker for inspection and maintenance without the use of a separate lifting device.

2.03 BUS

- A. The main bus shall be copper and have fluidized bed epoxy flame-retardant and track-resistant insulation. The bus supports between units shall be flame-retardant, track-resistant, glass polyester. The switchgear shall be constructed so that all buses, bus supports, and connections shall withstand stresses that would be produced by currents equal to the momentary ratings of the circuit breakers. Main bus shall be rated 1200 amperes. Insulated copper main bus shall be provided and have provisions for future extension. All bus joints shall be plated, bolted and insulated with easily installed boots. The bus shall be braced to withstand fault currents equal to the close and latch rating of the breakers. The temperature rise of the bus and connections shall be in accordance with ANSI standards and documented by design tests.
- B. A copper ground bus shall extend the entire length of the switchgear.
- C. A bare fully rated neutral bus shall extend the entire length of the switchgear.

2.04 WIRING/TERMINATIONS

- A. Small wiring, necessary fuse blocks and terminal blocks within the switchgear shall be furnished as required. Control components mounted within the assembly shall be suitably marked for identification corresponding to the appropriate designations on manufacturer's wiring diagrams. One control circuit cutout device shall be provided in each structure.
- B. All control wire shall be type SIS. Control wiring shall be 14 AWG for control circuits and 12 AWG for current transformer circuits. Wire bundles shall be secured with nylon ties and anchored to the assembly with the use of pre-punched wire lances or nylon anchors. All current transformer secondary leads shall first be connected to conveniently accessible shorting terminal blocks before connecting to any other device. Shorting screws with provisions for storage shall be provided. All groups of control wires leaving the switchgear shall be provided with terminal blocks with suitable numbering strips and provisions for #10 AWG field connections. Provide wire markers at each end of all control wiring.
- C. Incoming line and feeder cable lugs of the type and size as indicated on drawings.
- D. Where individual conductors cross switchgear shipping splits they shall be fitted with plug-together connectors for reliable field assembly.

2.05 CIRCUIT BREAKERS.

- A. The circuit breakers shall be horizontal drawout type, capable of being withdrawn on rails. The breakers shall be operated by a motor-charged stored energy spring

mechanism, charged normally by a universal electric motor and in an emergency by a manual handle. The primary disconnecting contacts shall be silver-plated copper.

- B. Each circuit breaker shall contain three vacuum interrupters separately mounted in a self-contained, removable self-aligning pole unit. The vacuum interrupter pole unit shall be mounted on glass polyester supports. A contact wear gap indicator for each vacuum interrupter, which requires no tools to indicate available contact life, shall be easily visible when the breaker is removed from its compartment. The current transfer from the vacuum interrupter moving stem to the breaker main conductor shall be a non-sliding design. The breaker front panel shall be removable when the breaker is withdrawn for ease of inspection and maintenance.
- C. The secondary contacts shall be silver-plated and shall automatically engage in the breaker operating position, which can be manually engaged in the breaker test position.
- D. Interlocks shall be provided to prevent closing of a breaker between operating and test positions, to trip breakers upon insertion or removal from housing and to discharge stored energy mechanisms upon insertion or removal from the housing. The breaker shall be secured positively in the housing between and including the operating and test positions.
- E. The breakers and protective relays shall be electrically operated by 125VDC charge/close/trip.
- F. Each breaker shall be complete with control switch and red and green indicating lights to indicate breaker contact position.
- G. DC control voltage shall be supplied with the Generator Control Switchgear including batteries, charger, and battery rack.

2.06 AUXILIARY DEVICES

- A. Ring type current transformers shall be furnished as indicated on the contract drawings. The thermal and mechanical ratings of the current transformers shall be coordinated with the circuit breakers. Their accuracy rating shall be equal to or higher than ANSI standard requirements. The standard location for the current transformers on the bus side and line side of the breaker units shall be front accessible to permit adding or changing current transformers without removing high-voltage insulation connections. Shorting terminal blocks shall be furnished on the secondary of all the current transformers.
- B. The final current transformers ratio and accuracy class shall be determined from the result of the overall power system & time current coordination studies.

- C. Voltage and control power transformers of the quantity and ratings indicated in the detail specification shall be supplied. Voltage transformers shall be of industry standard high accuracy class, mounted in drawout drawers contained in an enclosed auxiliary compartment.
- D. For system's reliability and ease of maintenance, all voltage transformers for use with generator protective relays and metering shall be in drawout drawers at the appropriate switchgear assemblies. Usage of voltage transformers located at the generators shall not be allowed.
- E. Control power transformers up to 15 kVA, single-phase shall be mounted in drawout drawers. Rails shall be provided as applicable for each drawer to permit easy inspection, testing and fuse replacement. Shutters shall isolate primary bus stabs when drawers are withdrawn.
- F. A mechanical interlock shall be provided to require the secondary breaker to be open before the CPT drawer or CPT primary fuse drawer can be withdrawn.

2.07 ENCLOSURES

- A. The switchgear described in these specifications shall be NEMA 1 indoor construction, with devices arranged as shown on contract drawings.
- B. Each vertical section of switchgear shall be provided with space heaters. Tubular type heaters operated at half voltage for long life shall be supplied. Heaters shall be rated for 240 or 120 volts. Power for space heaters shall be furnished as indicated on the drawings.
- C. Heaters shall be wired to provide temporary heating during storage.

2.08 NAMEPLATES

- A. Engraved nameplates, mounted on the face of the assembly, shall be furnished for all main and feeder circuits as indicated on the drawings. Nameplates shall be laminated plastic, black characters on white background. Characters shall be 3/16-inch high, minimum.
- B. Furnish master nameplate giving switchgear designation, voltage ampere rating, short-circuit rating, and manufacturer's name.
- C. Control components mounted within the assembly, such as fuse blocks, relays, pushbuttons, switches, etc., shall be suitably marked for identification corresponding to appropriate designations on manufacturer's wiring diagrams.

2.09 FINISH

- A. The finish shall consist of a coat of manufacturer's standard grey, thermosetting, polyester powder paint applied electrostatically to pre-cleaned and phosphatized steel and aluminum for internal and external parts. The coating shall have corrosion resistance of 600 hours to 5% salt spray.

2.10 ACCESSORIES

- A. Maintenance tool for manually charging the breaker closing spring and manually opening the shutter.
- B. Levering crank for moving the breaker between test and connected positions.
- C. Test jumper for electrically operating the breaker while out of its compartment.
- D. Breaker lifting yoke used for attachment to breaker for lifting breaker on or off compartment rails, when applicable.
- E. Set of rail extensions and rail clamps, when applicable.
- F. Portable lifting device for lifting the breaker on or off the rails.
- G. Electrical levering-in device with 15 feet of extension cable.

2.11 CORONA FREE DESIGN

- A. The switchgear shall be corona free by design and shall be tested for partial discharges in accordance with EEMAC standard G11-1. The corona discharges measured during the tests shall be less than 100 picocoulombs.

2.12 PROTECTIVE RELAYS

- A. The switchgear manufacturer shall furnish and install the quantity, type and rating of protection relays as indicated on the drawings and described hereafter in this specification. All protective relays shall be utility grade, and shall be draw-out construction of have test switches to allow for functional testing.
- B. Generator Protective Relaying – Schweitzer SEL 700G or equal, to include the following protective functions:
 - 1. Instantaneous/Time Overcurrent (50/51)
 - 2. Instantaneous/Time Ground Overcurrent (50G/51G)
 - 3. Under/Over Voltage (27/59)

4. Over/Under Frequency (81 O/U)
 5. Reverse Power (32)
 6. Loss of Field (Reverse VAR, 40)
 7. Current Unbalance (46)
 8. Differential Phase Fault (87G)
 9. Sync Check Relay (25)
- C. Utility Protective Relaying – Schweitzer SEL 751 or equal, to include the following protective functions:
1. Instantaneous/Time Overcurrent (50/51)
 2. Under/Over Voltage (27/59)
 3. Over/Under Frequency (81 O/U)
 4. Phase Sequence/Phase Failure (47)
 5. Reverse Power (32)
 6. Sync Check Relay (25)
- D. Distribution Protective Relaying – Schweitzer 751A or equal, to include the following protective functions:
1. Instantaneous/Time Overcurrent (50/51)
 2. Instantaneous/Time Ground Overcurrent (50G/51G)
 3. Lock-out (86) Relay (Utility Grade), manual reset

2.13 SWITCHGEAR AUTOMATION AND CONTROL PANEL (SACP)

- A. The SACP shall consist of the hardware and software required for the control of the engine-generator plant and associated utilities, tie, and distribution circuit breakers. The system shall include all automation controllers, HMI (Human / Machine Interface) touchscreens, power transducers, supervisory networks and all ancillary control equipment necessary to automatically execute the specified functional sequence of operations.
- B. The City of Fayetteville Utilities has standardized on Schneider/Modicon automation controllers. The switchgear may utilize Schneider/Modicon or Allen-Bradley automation controllers, but must utilize Modbus TCP as the SCADA communication link to the Noland WWTF SCADA system.
- C. Electronic copies of all automation controller and HMI programs shall be provided to the Engineer and Owner upon successful startup. The parties do not intend to modify these programs, but intend to maintain storage to facilitate future repairs if necessary.
- D. The SACP shall be by the same manufacturer as the switchgear.

- E. The SACP shall be separated from the medium voltage switchgear assemblies. The control panel assembly shall be UL-508A listed, rated for NEMA-12 for indoor installation in a climate-controlled environment.
- F. The SACP shall facilitate overall operation including automatic standby operation, monitoring and control of the generator sets including start/stop, alarm/fault monitoring, active synchronizing, generator kW load sharing, generator kVAR load sharing, generator loading/unloading, load shed/add, generator demand priority, power factor control when in Utility paralleling operation, and protective relaying.
- G. The SACP shall utilize distributed processing technology to maximize system reliability and fault tolerance. The distributed processing system shall include a master level controller and separate controllers for each power source. The failure of any generator controller shall only cause loss of automatic operation of a single generator.
- H. The SACP shall include redundant master level controllers operating as backup to each other. The failure of any single master controller shall in no way hinder the automatic operation of the entire EPS automation and control system.
- I. The SACP shall include a supervisory network utilizing copper/fiber Ethernet Modbus TCP, for communications between automation controllers, HMI, protective relays, switchgear controllers, and the Noland WWTF SCADA system. The network shall utilize a ring network architecture.
- J. The SACP shall utilize redundant 24VDC nominal power and be rated for 0-40C ambient with 5-95% humidity non-condensing.
- K. The SACP interface shall be a touchscreen color HMI, 19" minimum. The SACP must be operator functional even in the event of an HMI failure.
- L. The HMI shall include an animated graphical display of the Noland WWTF one-line, with system control, metering, and setting screens.
- M. The HMI shall include control, metering, and setting screens for each utility, generator, tie, and distribution breakers.
- N. The HMI shall include a generator demand priority and status screen.
- O. The HMI shall include an alarm and event summary screen with time/date stamps, downloadable to USB memory.
- P. The HMI shall include a report screen to generate system settings, generator settings, and test reports.

- Q. The HMI shall include engine data screens for each generator, allowing display of all critical engine data.
- R. The HMI shall include trending screens and historical data for all available power data for each breaker in the switchgear.
- S. Separate circuit breaker control switches (CBCS) shall be provided for each source and tie circuit breaker controlled by the SACP. Functionality shall be manual and separate from SACP automation. Each will include a pull to lock function in the trip position. A CBCS locked in the trip position shall override all automation.
- T. Each generator, utility, and tie breaker shall be furnished with integral power sensing, including phase voltage on source and bus sides, and three phase current inputs available to the SACP.
- U. The SACP shall be capable of automatic operation with a local selector switch, or from a remote I/O output to SACP discrete input from a 3rd party source.
- V. SACP Master Control Functions
1. Automatic start of the generator plant
 2. Generator demand priority
 3. Master I/O shall include horn, horn silence, instant auto selector, load shed on/off, and load shed relays
- W. SACP Generator Control Functions – Executed autonomously from each genset controller
1. Operation of generator set circuit breaker
 2. CB Aux contact monitoring
 3. CB Bell Alarm contact monitoring
 4. CB open/close
 5. CB Racked in/out
 6. Generator set run command
 7. Generator set protective and annunciator functions
 8. Active synchronization utilizing both phase angle and phase sequence (ANSI Device 15)
 9. Synchronization check function (ANSI Device 25)
 10. Load and VAR sharing calculations
 11. Generator set load control
 12. Generator set VAR control
 13. Generator set controller communications
 14. First up, dead bus arbitration
 15. Alarm and Event capture

- X. SACP Utility Control Functions – Executed autonomously from each genset controller
 - 1. Operation of utility circuit breaker
 - 2. CB Aux contact monitoring
 - 3. CB Bell Alarm contact monitoring
 - 4. CB open/close
 - 5. CB Racked in/out
 - 6. Backup Utility protectives
 - 7. Minimum 27/59 and 81O/U
 - 8. Alarm and Event capture
 - 9. Synchronization of generator sets to Utility
 - 10. Utility metering functions
 - 11. The utility protective relay will monitor and protect the system against utility faults in parallel to the utility protective functions
 - 12. Synch check function will be used as a prerequisite to automation control

- Y. SACP Distribution Control Functions – Monitored and Controlled by the Supervisor Network
 - 1. Circuit breaker auxiliary contact monitoring
 - 2. Circuit breaker bell alarm contact monitoring
 - 3. Close circuit breaker output
 - 4. Open circuit breaker output
 - 5. CB Racked in/out
 - 6. Alarm and Event capture

- Z. SACP Metering – All power metering shall be available from the SEL protection relays. All PTs for metering shall include primary and secondary fusing with disconnecting means.
 - 1. Volts with 4-position selector switch to select three phases of voltage
 - 2. Amps with 4-position selector switch
 - 3. Kilowatts
 - 4. Kilovars
 - 5. Frequency
 - 6. Power Factor
 - 7. Synchroscope
 - 8. kVARH energy counter with reset PB
 - 9. kWH energy counter with reset PB
 - 10. Generator engine data

- AA. SACP Annunciation – Local annunciation to monitor and display critical generator set, utility, and system status, fault, and shutdown information, and comply with NFPA 110. The annunciation system shall be equipped with a fast pulse horn (rated 80-95 dbA at

two feet), a horn silence push-button and an acknowledge push-button. Any generator pre-alarm, generator shutdown alarm, or EPS alarm shall cause the alarm horn to sound until the horn silence button is depressed. Any subsequent alarms shall re-sound the horn. The display shall operate such that any alarm point shall “flash” until acknowledged. The system shall include the following types of annunciation points:

1. Status Points – These annunciation points shall show the status of critical system or generator set components. Status annunciation points shall not sound the annunciation system horn. They shall not require acknowledgement.
 2. Generator Set Pre-Alarm Points – These annunciation points shall show fault conditions that could jeopardize the ability of the SACP to function properly without immediate attention. Generator set pre-alarm annunciation points shall sound the annunciation system horn. They shall require acknowledgement. Generator set pre-alarm annunciation points shall reset automatically as the alarm condition is cleared.
 3. Generator Set Shutdown Alarm Points - These annunciation points shall show fault conditions that have caused the shutdown of one (1) or more generator sets. Generator set shutdown annunciation points shall sound the annunciation system horn. They shall require acknowledgement. Generator set shutdown annunciation points shall cause the generator set to shut down and the generator main to trip open. The generator main is then locked out until the cause of the shutdown is corrected, the engine control switch is placed in Off/Reset, and then placed back in Auto or Manual position.
 4. Utility Alarm Points – These annunciation points will indicate utility related fault conditions. Utility annunciation points shall sound the annunciation system horn. They shall require acknowledgement.
 5. SACP Alarm Points – These annunciation points will indicate system wide fault conditions. SACP annunciation points shall sound the annunciation system horn. They shall require acknowledgement.
- BB. SACP Security – Adjustments to settings shall be password protected. Two (2) password security levels shall be provided for Administrator and Operator.

2.14 SEQUENCE OF OPERATIONS

A. Normal Mode

1. The utility main breaker is closed serving utility power to the generator/load bus.
2. If a second manual utility feed is utilized, it shall be kirk keyed with automatic utility main and to be used in a manual mode open transition only. Generators shall be locked out when the manual utility breaker is closed.
3. The generator set main breakers are open.
4. The SACP is standing by to act in response to a utility failure.

B. Emergency Standby Mode

1. Utility protective relaying senses utility voltage or frequency out of tolerance.
2. The utility main breaker is opened.
3. Load shed sequence is executed and transmitted to Noland WWTF SCADA.
4. A run request is sent to the generator(s) based on primary/backup status or lead/lag status.
5. The generator(s) set are brought up to voltage and frequency and closed to the bus.

C. Return to Utility Mode

1. Utility protective relaying senses utility voltage and frequency within tolerance.
2. Following an adjustable time delay to assure that the utility power source is stable, the generator plant is synchronized and paralleled to the utility source by closing the utility main breaker.
3. The generator(s) are soft ramp unloaded until the utility source is nominally serving the entire system load.
4. The generator set breakers are opened.
5. The generators run for their programmed cool down period and shut down.
6. The system is returned to automatic/standby mode.

D. Ozarks Electric Island Mode

1. A discrete signal from a 3rd party grid operator, or a local operator selection, initiates the sequence to remove Noland WWTF from the Ozarks Electric Grid during peak demand.
2. A run request is sent to the generator plant.
3. The generator sets are paralleled to the bus at no load and allowed to warm up for an adjustable setpoint, not less than thirty (30) seconds.
4. When all generator sets are on the bus, they are soft ramp loaded until the generator plant assumes the entire load on the bus and the utility main breaker is opened.
5. The system stays in Island Mode until the request is removed from step 1.
6. When exiting Island mode, following an adjustable time delay, the generator plant is synchronized and paralleled to the utility source by closing the utility main breaker.
7. The generator plant is soft ramp unloaded until the utility source assumes the entire system load.
8. The generator set breakers are opened.
9. The generators run for their programmed cool down period and shut down.
10. The system is returned to the automatic/standby mode.

E. Load Management Mode

1. Agreements are not currently in place with Ozarks Electric for Load Management Mode, but the following capability shall be provided for future use if agreements are in place. Local operator entry will allow one of the following modes:
2. Import Limit – The system maintains utility kW import level at an operator defined minimum utility import limit.
3. Export Limit – The system maintains utility kW export level at an operator defined utility export setpoint.
4. Base Load Import – The system maintains an operator defined base load kW setpoint, subject to a minimum utility kW import limit.
5. Base Load Export – The system maintains an operator defined base load setpoint, regardless of whether power is being imported or exported.
6. A run request is sent to the generator plant.
7. The generator sets run for an adjustable warm-up time.
8. The generator sets are synchronized and paralleled to the bus at no load after completion of the warm-up time.
9. When all generators are on the bus, they are soft ramp loaded until the generator plant assumes the required amount of the load on the bus to meet the mode of operation selected.
10. Should the utility fail at any time during load management operation, the utility protective relays shall cause the utility main to open and be locked out, thus placing the system in emergency mode until the utility is restored.
11. When the operator requests to exit Load Management Mode, the generator plant is soft ramp unloaded until the utility source assumes the system load.
12. The generator set breakers are opened.
13. The generator sets run for their programmed cool down period and shut down.
14. The system is returned to the Automatic/Standby Mode.

F. No Load Test Mode

1. No load test is initiated by the operator.
2. All available generator sets are started and come up to voltage and frequency for a programmable period of time.
3. After the programmable time, the generator sets shut down and return to Automatic/Standby Mode.

G. Utility Fail Test Mode

1. Utility fail test is initiated by the operator.
2. Voltage sensing at the utility protective relay is opened, which simulates a loss of utility.
3. The system enters emergency mode as described in the emergency standby mode sequence above.
4. After termination by the operator, voltage sensing at the utility protective relay is restored, which simulates the return of utility power.

5. The system exits from emergency mode as described in the emergency standby mode sequence above.

2.15 BATTERY SYSTEM

- A. The switchgear supplier shall provide a battery system with 125VDC output, sized to the switchgear manufacturer requirements, to be installed in a climate-controlled area next to the switchgear.
- B. The system shall include all batteries, interconnecting cables, and storage/rack/enclosures.
- C. The system shall include a battery charger, to be connected to a house panelboard supply 480VAC single or three phase, or 208V single or three phase.
- D. The system shall include an inverter to supply AC power for the SACP if required.

2.16 SPARE PARTS

- A. Provide a complete list of recommended spare parts with the O&M Manual.
- B. Provide five (5) spare control relays of each size and type.

2.17 WARRANTY

- A. The switchgear and accessories shall be warranted to be free from defects in materials and workmanship for a period of two (2) years from the date of shipment.
- B. A certificate shall be provided to the City of Fayetteville with the local contact information and effective startup date.

PART 3 EXECUTION

3.01 ELECTRICAL STUDIES

- A. Short Circuit Study – The supplier shall produce a short circuit study report that complies with IEEE 399 and IEEE 551. The study shall be produced with computer software that has the capabilities to calculate the mandatory features of IEEE 399. The report shall include an executive summary, one-line diagram, comments and recommendations for system improvements, and protective device evaluation of the proposed switchgear. Obtain data from Ozarks Electric for utility impedance at the service and capacity.

- B. Coordination Study – The supplier shall perform a coordination study that displays the time-current characteristics of series connected overcurrent devices and other pertinent system parameters. Produce required settings for the proposed switchgear such that downstream protective devices provide primary fault protection. Highlight any areas lacking coordination.
- C. Arc Flash Study – Provide ARC-Flash labeling for all electrical equipment on the project in accordance with the requirements of NEC Article 110. Calculate the flash protection boundary and incident energy for the proposed switchgear.

3.02 FACTORY TESTING

- A. The switchgear shall be completely and functionally tested in the manufacturer's facility prior to shipment. For systems shipped in multiple sections, the switchgear shall be quality tested utilizing the plug-together wiring system which shall be unplugged prior to shipment and plugged together again when the equipment is installed in order to maintain the integrity of the manufacturer's quality assurance testing.
- B. The main bus system shall be given a dielectric test of 2200 volts for one minute between live parts and ground and between opposite polarities.
- C. For systems shipped in multiple sections, the switchgear shall be quality tested utilizing the plug-together wiring system which shall be unplugged prior to shipment and plugged together again when the equipment is installed in order to maintain the integrity of the manufacturer's quality assurance testing.
- D. A certified test report of all standard production tests shall be shipped with each assembly.
- E. Factory testing shall be witnessed by the owner's representative. The manufacturer shall provide a test plan at least four (2) weeks prior to scheduled witness testing. The manufacturer shall notify the owner two (2) weeks prior to the date the tests are to be performed.

3.03 FIELD QUALITY CONTROL AND STARTUP

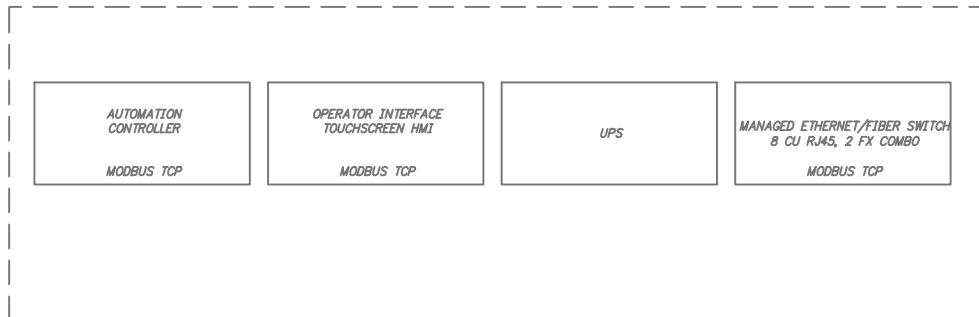
- A. Provide the services of a qualified factory-trained manufacturer's representative for start-up of the equipment specified under this section. The manufacturer's representative shall provide technical direction to the contractor in general installation of the equipment, connections and adjustments, and testing of the assembly and components contained therein. The on-site period should include two travel days, three on-site test and startup days, and one training day. Additional days to correct factory errors shall be at the manufacturer expense. Additional days

- B. The manufacturer's representative shall provide inspection of the final installation, perform functional testing, and start-up the switchgear and SACP system.
- C. Startup testing shall include the following:
 - 1. Pre-startup inspection of the generator set, dc system, control wiring, power cables, and switchboard/switchgear.
 - 2. Crank and run engine-generator sets at the local engine control panel.
 - 3. Crank and run engine-generator sets from the HMI touchscreen.
 - 4. Verify engine-generator set alarms and shutdowns to HMI.
 - 5. Verify protective relay/breaker trip unit settings are set to coordination study.
 - 6. Test all modes of operation.
 - 7. Verify and test all system alarms.
 - 8. Test with load for all modes of operation.
- D. The manufacturer shall provide all necessary protective relay adjustments and shall field test the function of the equipment during the three-day period.

3.04 TRAINING

- A. The manufacturer's representative shall provide an eight (8) hour "hands-on" training course for the customer's operating personnel which shall cover the following topics:
 - 1. Overall system description and theory of operation.
 - 2. Automatic and manual operation.
 - 3. Safeties and protective relaying.
 - 4. Recommended system check lists.
 - 5. Recommended preventive maintenance.
 - 6. Instruction on the operation of the assembly, circuit breakers, and major components within the assembly.

END OF SECTION



125VDC BATTERY SYSTEM
SUPPLY VOLTAGE 240VAC OR 480VAC BY OTHERS



SHEET NO.
EXHIBIT A



CITY OF
FAYETTEVILLE
ARKANSAS

BID FORM

BID NAME: Noland WWTF Emergency Generator Paralleling Switchgear

BID NO. 25-21

BID TO (OWNER): City of Fayetteville, Arkansas
Purchasing Division
113 W. Mountain St, Room 306
Fayetteville, AR 72701
Phone: 479.575.8256, TDD: 479.521.1316

BID FROM (BIDDER): BRIAN STEWART
J.A. RIGGS TRACTOR COMPANY
4117 WAGON WHEEL ROAD
SPRINGDALE, AR 72762
501-607-1270 STEWARTB@JARIGGS.COM

ARTICLE 1. Bidder accepts all of the terms and conditions of the Invitation to Bid. This Bid will remain subject to acceptance for 90 calendar days following the date of the Bid Opening. Bidder will sign and deliver documents within 10 days after the date of the receipt of OWNER'S Purchase Order.

ARTICLE 2. The undersigned affirms that Bidder has examined technical specification 16435 Emergency Generator Paralleling Switchgear – Medium Voltage, Exhibit A – Switchgear One-Line Diagram, and the Invitation To Bid, and has proposed equipment that meets or exceeds the documents.

ARTICLE 3. SCHEDULE OF BID

A lump sum price shall be submitted for the following line item, as described in detail in technical specification 16435 Emergency Generator Paralleling Switchgear – Medium Voltage, part 1.01 Scope of Work.

<u>Line Item</u>	<u>Description</u>	<u>Amount</u>
1.	Complete Switchgear Configuration - per paragraph 1.01.C of technical specification Section 16435 and Exhibit A, with separately mounted SACP control system and 125VDC battery system, and electrical studies per paragraph 3.01.	\$ <u>\$993,580.00</u>



Bidder

By

Title

Business Address

Telephone

Email

Fax

2.06F: Provide drawing Exhibit A does not indicate mechanical interlocks, therefore not included. CPT not provided.

2.13E: Switchgear control panel is provided in Nema 1 enclosure as shown on Exhibit A.



April 8, 2025

EMAIL DELIVERY

Mr. Corey Granderson, P.E.
City of Fayetteville Water & Sewer Department
113 W. Mountain Street
Fayetteville AR 72701

Re: Bid 25-21 Noland WWTF Emergency Generator Paralleling Switchgear
HWEI Project No. 2023115

Dear Mr. Granderson:

Three (3) bids were received on Tuesday, March 4, 2025, for the Noland WWTF Emergency Generator Paralleling Switchgear. The low bid meeting the equipment specifications was submitted by J A Riggs Tractor Company for a total bid price of **\$993,580.00**. This low bid is lower than the Preliminary Engineering Report estimate for the switchgear configuration; therefore, we recommend that a purchase order for the referenced bid be issued to the low bidder, J A Riggs Tractor Company, for a total bid price of **\$993,580.00**, exclusive of applied sales taxes.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

Scott McBrayer, P.E.

LSM/gch



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **CAROLLO ENGINEERS, INC. (SERVICE AGREEMENT):**

RECOMMENDATION:

Staff recommends approval of an agreement with Carollo Engineers, Inc. in an amount not to exceed \$176,358.00 for the 2025 Water and Sewer Rate and Impact Fee Studies, approval of a contingency in the amount of \$20,000.00, and approval of a budget adjustment.

BACKGROUND:

The City of Fayetteville needs an updated rate study for Water and Sewer rates due to rising cost of wholesale water purchased from Beaver Water District and due to increased capital expenses related with the recently completed Noland WRRF Facilities Master Plan. Furthermore, the City's water and sewer Impact Fees are outdated and need to be re-calculated in conjunction with the rate study.

DISCUSSION:

Interviews and a formal selection committee were held on March 31, 2025 for RFP 25-02. Carollo Engineers, Inc. was selected to perform the Water & Sewer rate and impact fee studies for the City of Fayetteville. The detailed scope of work is outlined in the attached contract appendix.

Staff recommends approval of the professional engineering services agreement with Carollo Engineers, Inc. in an amount not to exceed \$176,358.00, and approval of a contingency in the amount of \$20,000.00.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to move funds from the Sanitary Sewer Rehabilitation account into the Water & Sewer Rate/Operations Study account to cover the cost of the rate study. The impact fees update portion of the study will be paid from Sales Tax Capital Fund, project 25002.2025.

ACCOUNT	PROJECT	AMOUNT
5400.720.1840-5314.00	02064.1	\$140,996
4470.090.8900-5314.00	25002.2025	\$35,362
TOTAL		\$176,358

ATTACHMENTS: SRF (#3) , BA (#4), Agreement (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-533

CAROLLO ENGINEERS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AN AGREEMENT WITH CAROLLO ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$176,358.00 FOR THE 2025 WATER AND SEWER RATE AND IMPACT FEE STUDIES, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$20,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City needs an updated study for water and sewer rates due to the rising cost of wholesale water purchased from Beaver Water District and increased capital expenses related to the recently completed Noland WRRF Facilities Master Plan; and

WHEREAS, the City's water and sewer impact fees are outdated and need to be re-calculated in conjunction with the rate study.

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 an agreement with Carollo Engineers, Inc. in an amount not to exceed \$176,358.00 for the 2025 Water and Sewer Rate and Impact Fee Studies, and further approves a project contingency in the amount of \$20,000.00.

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

City of Fayetteville Staff Review Form

2025-533

Item ID

5/6/2025

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

Tim Nyander

4/16/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an agreement with Carollo Engineers, Inc. in an amount not to exceed \$176,358.00 for the 2025 Water and Sewer Rate and Impact Fee Studies, approval of a project contingency in the amount of \$20,000.00, and approval of a budget adjustment.

Budget Impact:

5400.720.1840-5314.00

Water and Sewer

4470.090.8900-5314.00

Sales Tax Capital

Account Number

Fund

02064.1

Water & Sewer Rate/Operations Study

25002.2025

Impact Fee Update Study

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 286,921.00

Expenses (Actual+Encum)

\$ 6,045.75

Available Budget

\$ 280,875.25

Does item have a direct cost? Yes

Item Cost

\$ 196,358.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 57,121.00

Remaining Budget

\$ 141,638.25

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Item cost includes contingency.

Budget Year	Division	Adjustment Number
2025	WATER SEWER (720)	
	Requestor: Cheryl Partain	

A Budget Adjustment is needed in the Water and Sewer Rate/Operations Study project to cover the cost for the 2025 Water and Sewer Rate and Impact Fee Studies to be done by Carollo Engineers, Inc. Budgeted funds will be moved from the Sanitary Sewer Rehabilitation project.

	COUNCIL DATE:	5/6/2025
	ITEM ID#:	2025-533
	Holly Black	
	4/18/2025 9:48 AM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2025411

AGREEMENT
For
PROFESSIONAL SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CAROLLO ENGINEERS, INC.

THIS AGREEMENT is made as of _____, 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and CAROLLO ENGINEERS, INC. (hereinafter called CONSULTANT).

CITY OF FAYETTEVILLE requires professional services in connection with the Water and Sewer Rate and Impact Fee Studies. Therefore, CITY OF FAYETTEVILLE and CONSULTANT in consideration of their mutual covenants agree as follows:

CONSULTANT shall serve as CITY OF FAYETTEVILLE's professional consultant in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of CONSULTANT's services. All services shall be performed under the direction of a professional 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 CONSULTANT.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of CONSULTANT.
- 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 CONSULTANT

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by CONSULTANT during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 CONSULTANT shall coordinate their activities and services with the CITY OF FAYETTEVILLE. CONSULTANT and CITY OF FAYETTEVILLE agree that CONSULTANT has full responsibility for the 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 CONSULTANT.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto, which CONSULTANT shall be entitled to use and reasonably rely upon, in accordance with the standard of care delineated in Section 6.2.1.
 - 3.1.3 Assist CONSULTANT in obtaining access to property reasonably necessary for CONSULTANT to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CONSULTANT and render in writing decisions pertaining thereto.
 - 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The Utilities Director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
 - 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to CONSULTANT 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. CONSULTANT 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 A.

SECTION 5 - PAYMENTS TO CONSULTANT

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$176,358.00**. The CITY OF FAYETTEVILLE shall compensate CONSULTANT based on a Unit Price basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with CONSULTANT'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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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

CONSULTANT 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 CONSULTANT 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 CONSULTANT's services.

6.2 Professional Responsibility

- 6.2.1 CONSULTANT will exercise reasonable skill, care, and diligence in the performance of CONSULTANT's services and will carry out its responsibilities in accordance with customarily accepted professional practices, by exercising the skill and ability ordinarily required of professionals performing the same or similar services, under the same or similar circumstances, in the State of Arkansas. CITY OF FAYETTEVILLE will promptly report to CONSULTANT any defects or suspected defects in CONSULTANT's services of which CITY OF FAYETTEVILLE becomes aware, so that CONSULTANT can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages, except as otherwise noted below, to the extent caused by any negligence of CONSULTANT.

6.3 Estimates and Projections

- 6.3.1 In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way CITY OF FAYETTEVILLE's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY OF FAYETTEVILLE's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from CONSULTANT's opinions, analyses, projections, or estimates..

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of CONSULTANT'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 CONSULTANT.

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 CONSULTANT 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 CONSULTANT at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of CONSULTANT's default.
- 6.5.4 If termination for default is effected by CONSULTANT, 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 CONSULTANT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT to fulfill contractual obligations, it is determined that CONSULTANT 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 CONSULTANT are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond CONSULTANT's reasonable control, CONSULTANT shall be entitled to additional compensation and time for reasonable costs incurred by CONSULTANT in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

- 6.7.1 CONSULTANT's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder.

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT for services rendered by CONSULTANT.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of CONSULTANT's employees and the importance of CONSULTANT's public relations, CONSULTANT may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to CONSULTANT'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 CONSULTANT. 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 CONSULTANT's activities pertaining to any such publication shall be for CONSULTANT's account.

6.11 Indemnification

6.11.1 CONSULTANT shall indemnify and hold harmless the CITY OF FAYETTEVILLE from and against, liability, loss, damage or expense, including but not limited to reasonable counsel fees, to the extent caused by CONSULTANT's negligent performance of the services required hereunder..

6.11.2 CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the CITY OF FAYETTEVILLE or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's subconsultants, that impact project completion and/or success. Notwithstanding any contrary provision hereunder. CONSULTANT's overall liability hereunder shall be limited to the compensation paid by the CITY OF FAYETTEVILLE to CONSULTANT for the services provided hereunder.

6.11.3 CONSULTANT's services hereunder do not include providing legal advice and/or a legal determination as to whether current rates and/or proposed future rates are in accordance with ACA 14-56-103 and/or any other law and/or regulation related thereto.

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. CONSULTANT may retain reproduced copies of drawings and copies of other documents.

6.12.2 Documents, computer models, drawings, specifications and other hard copy or electronic media prepared by CONSULTANT as part of the Services shall become the property of CITY OF FAYETTEVILLE when CONSULTANT has been compensated for all Services rendered, provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT 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 CONSULTANT.

- 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. CONSULTANT 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 hard copies and the electronic files, the 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

CONSULTANT's address:

2795 Mitchell Drive
Walnut Creek, California 94598

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by CONSULTANT, 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 CONSULTANT

- 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 CONSULTANT 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 CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE to the extent caused by CONSULTANT'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 CONSULTANT's obligations under this clause are in addition to CONSULTANT'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 CONSULTANT 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 CONSULTANT

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 CONSULTANT 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. CONSULTANT shall also maintain the financial information and data used by CONSULTANT 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. CONSULTANT 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 CONSULTANT;

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 CONSULTANT 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 CONSULTANT 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 CONSULTANT or any of CONSULTANT'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 CONSULTANT 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 CONSULTANT as it could pursue in the event of a breach of the Agreement by CONSULTANT. 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 CONSULTANT incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

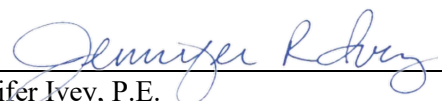
7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, CONSULTANT 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 CONSULTANT, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

CAROLLO ENGINEERS, INC.

By : _____
Mayor, Molly Rawn

By:  _____
Jennifer Ivey, P.E.

ATTEST:

By: _____
City Clerk

Title: Vice President _____

END OF AGREEMENT FOR PROFESSIONAL SERVICES

April 15, 2025

Mr. Corey W. Granderson, P.E.
Utilities Engineer
City of Fayetteville, Arkansas
113 W Mountain Street
Fayetteville, AR 72701

Subject: 2025 Water and Sewer Rate and Impact Fee Studies Scope of Work

Dear Mr. Granderson:

The City of Fayetteville (City) requested that Carollo Engineers, Inc. (Consultant) prepare a scope of services and estimated level of effort for the City's planned 2025 Water and Sewer Rate and Impact Fee Studies (Project). The Consultant has prepared the following scope of services and associated not to exceed fee estimate based on our understanding of the City's needs for the Project. If our understanding differs from your expectations, we are happy to adjust these tasks so that the end product and deliverables meet the City's needs.

SCOPE OF SERVICES

Task 1 – Project Management and Coordination

The Consultant will provide project management and coordination services to the City to keep the Project scope, schedule, and budget on track. The following services are included in this task:

- Conduct a kickoff meeting to formalize lines of communication, finalize the project schedule, and confirm that project goals and objectives are clearly defined, delineated, and understood by all parties. The Consultant will also establish milestones for the project deliverables and discuss any data request items that require clarification.
- Conduct virtual biweekly progress meetings with the City. A total of twelve (12) progress meetings have been assumed for this scope.
- Attend two (2) meetings with the Water & Sewer Committee; one towards the beginning of the Project and one prior to meeting with City Council. Consultant shall have Project Manager (PM) in attendance in person, with other individuals participating virtually at these meetings.
- Attend one (1) meeting with customer cities Mayors. Consultant shall have PM in attendance in person, with other individuals participating virtually at these meetings.
- Attend one (1) meeting with representatives from the developer community. Consultant shall have PM in attendance in person, with other individuals participating virtually at these meetings.
- Attend and present Project updates/findings at two (2) City Council meetings. Consultant shall have PM in attendance in person.
- Prepare and submit invoices with progress summaries on a monthly basis. A total of six (6) invoices and progress summaries are assumed for this scope.

Task 2 – Data Collection and Review

The Consultant will gather and review necessary data to complete the Project from the City, including but not limited to:

- Operation and maintenance budget and recent actuals
- Debt service payment schedules and official statements
- Most recent annual comprehensive financial report
- Capital Improvement Plans (CIPs)
- Most recent master plans
- Three to five years of prior billing data
- Historical water consumption and wastewater discharge

- Water peak demand data
- Flow and strength data from wastewater treatment plants
- Contracts/service agreements with wholesale customers

Task 3 – Demand Analysis

The Consultant will perform the following services in Task 3:

- Compile a three- to five-year history of customer billing statistics in the same format as the City's rate structure.
- Perform a revenue test to confirm the accuracy of the billing and statistical data by applying the historical rates to the respective billing data.
- Determine if calculated revenues are within an acceptable margin of variance when compared to audited and reported base and volumetric rate revenues.
- Utilize historical data to develop statistical projections, which will also consider changes in customer fixed and commodity charges.
- Evaluate the City's growth projections and the impact of growth on customer demands.
- Review historical water loss data and its impact on expenditures.

Task 4 – Impact Fees Update

The Consultant will perform the following services in Task 4:

- Work with City staff to estimate available existing capacity and capacity added by growth-related projects.
- Determine level of service demand per meter equivalent.
- Calculate planned growth-related costs by:
 - Analyzing existing asset value to estimate the cost of available capacity in existing infrastructure.
 - Analyzing long-range CIP and identifying growth-related and non-growth-related projects.
 - Applying adjustments, as necessary, for contributions, grants, etc., if applicable.
- Calculate unit cost of capacity for the impact fees using the incremental methodology.
- Apply unit costs to the current assessment schedules, and consider unit refinements (e.g. unit size, number of fixtures, geography)
- Review and evaluate existing impact fee ordinance, including fee exemptions.
- Determine the maximum allowable water and sewer impact fees and provide a five-year impact fee schedule that reflects the proportionality of the impact fees for various sizes and types of development.
- Provide recommended changes to the impact fee ordinance and City policies regarding impact fee funded projects.

Task 5 – Financial / Revenue Requirement Analysis

The Consultant will develop a revenue requirements analysis for the water and sewer systems incorporating projected revenues, operations and maintenance (O&M) expenditures, CIP costs, and other policy driven financial needs such as reserves or debt coverage requirements. The basis of the projections will include but is not limited to the following information:

- Current operating budgets and projections for future years
- CIPs
- Projected growth in customers and demands

- Debt obligations (current and future)
- Water loss impact on expenses
- Any other financial inputs as appropriate

The Consultant will test the adequacy of revenues from rates for each year of the forecast to meet the City's operational, financial, and policy objectives. The following three tests will be included in this analysis:

- Cash Flow Needs – do revenues exceed expenses?
- Debt Coverage Test – does the revenue structure provide enough revenue to meet debt obligations?
- Reserve Funds Review – are operating and capital reserve fund balances projected to meet or exceed policy targets?

The Consultant will review any shortcomings on these tests, and on other tests needed with the City, and create a financial and funding plan for a ten-year period. In addition, the Consultant will review the City's capital funding strategy for repair and replacement of assets and timing of future master planning efforts, forecast the feasibility of the current funding plan, and provide recommendations to the City based on industry best practices.

Task 6 – Cost of Service Analysis

The Consultant will identify and allocate net cost by service and class of customer to provide City staff with an understanding of how the rate structure supports full cost recovery. This task will also serve as a means to assess any cross-subsidies among existing charges of service.

The analysis will follow the American Water Works Association (AWWA) and Water Environment Federation (WEF) methodologies. The cost allocation will functionalize revenue requirements (O&M, debt service, capital, non-rate revenues) to the following facilities which may include but are not limited to:

WATER	SEWER
•Wholesale Purchase from Regional Water Provider •Pumping •Storage •Transmission/Distribution •Customers/Meters/Billing	•Collection •Lift stations •Treatment •Customers/Meters/Billing

Subsequent to functionalizing revenue requirements, allocation of functionalized costs to the following cost components may include but are not limited to:

WATER	SEWER
•Base, maximum day, and maximum hour usage •Bills, equivalent meters •Wholesale •Outside retail •Fire protection	•Flow •BOD, TSS, and other pollutants of concern •Collection •Meters and services •Wholesale •Outside retail

Task 7 – Water and Sewer Rate Design

Task 7.1 – Calculate Water and Sewer Rates

With the allocated costs, the Consultant will develop up to three (3) rate structure alternatives for consideration by the City. The Consultant will also develop a five-year rate plan to transition the City from its existing rates to cost-based rates by year 5. The proposed rates will comply with City, state, and federal regulations and requirements.

Task 7.2 – Rate Comparison

The Consultant will complete a water and sewer survey of up to 10 peer agencies. Appropriate agencies for comparison will be identified based on the Consultant's similar project experience and coordination with City staff.

Task 8 – Report

The Consultant will prepare separate draft and final reports for the Water and Sewer Rate Study and the Impact Fee Study, outlining inputs and assumptions, methodology and calculations, and final recommendations and rate and fee tables. At a minimum both reports will include the following information:

- A brief description of the City, the water and sewer service areas, and the population served.
- A description of the projected water demands and sewer flows and the basis of those projections.
- A brief description of the City's CIP.
- The revenue and expense projections for the water and sewer systems and the impacts of the selected rate structure and cost recovery framework.
- Discussion of any recommended rates and inflationary increases necessary to the future needs of the utility.
- Maximum allowable water and sewer impact fees.
- Recommendation on impact fee unit assessment (e.g. meters, fixtures, geography).

Following City feedback on the draft report, the Consultant will make up to two revisions and deliver a final report.

PROJECT DELIVERABLES

The Consultant will provide the following deliverables to the City:

- Task 1 – Project Management and Coordination
 - Kickoff meeting minutes
 - Twelve (12) virtual biweekly progress meetings with the City
 - Attend two (2) meetings with the Water & Sewer Committee (PM in person, others virtual)
 - Attend one (1) meeting with customer cities Mayors (PM in person, others virtual)
 - Attend one (1) meeting with representatives from the developer community (PM in person, others virtual)
 - Attend and present Project updates/findings at two (2) City Council meetings. (PM in person)
 - Six (6) invoices and progress summaries
- Task 2 – Data Collection and Review
 - Data request list
- Task 3 – Demand Analysis
 - Technical memorandum of demand analysis results
- Task 4 – Impact Fees Update
 - Technical memorandum of impact fee analysis and recommendations that will be incorporated in the Study report
- Task 5 – Financial / Revenue Requirement Analysis
 - 10-year water financial plan (model w/ dashboard)
 - 10-year sewer financial plan (model w/ dashboard)

- Revenue Requirement Workshop (virtual)
- Task 6 – Cost of Service Analysis
 - Cost of Service Workshop (virtual)
- Task 7 – Water and Sewer Rate Design
 - Up to three rate structure alternatives
 - Bill impacts of rate alternatives
 - Water and sewer rate survey
 - Rate Design Workshop (virtual)
- Task 8 - Report
 - Draft Report (electronic)
 - Final Draft Report (electronic)
 - Report comments meeting (virtual)
 - Final Report (electronic)

PROJECT SCHEDULE

The Consultant anticipates that the outlined tasks will be completed in five months following the notice to proceed in mid-May, with the revised report and City Council presentation delivered in September 2025 and final report in October 2025.

PROJECT ASSUMPTIONS

The Consultant shall be entitled to use and reasonably rely upon all information and services provided by the City or others in performing the services required hereunder.

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Consultant's opinions, analyses, projections, or estimates.

The Consultant's services hereunder do not include providing legal advice and/or a legal determination as to whether current rates and/or proposed future rates are in accordance with state law and/or regulation related thereto. Additionally, the Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the City or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. The Consultant's overall liability hereunder shall be limited to the compensation paid by the City to the Consultant for the services provided hereunder.

FEE SUMMARY

The total not-to-exceed budget for this Project is \$176,358 as outlined in the table below.

Tasks	Total Hours	Labor Cost	PECE	Expenses	Total Not-to-Exceed Cost
Task 1 – Project Management and Coordination	80	\$ 21,270	\$ 1,280	\$ 6,000	\$ 27,350
Task 2 – Data Collection and Review	14	3,690	224	0	3,914
Task 3 – Demand Analysis	58	14,040	928	0	14,968
Task 4 – Impact Fees Update	132	33,250	2,112	0	35,362
Task 5 – Financial / Revenue Requirement Analysis	120	29,740	1,920	0	32,860
Task 6 – Cost of Service Analysis	52	13,460	832	0	14,292
Task 7 – Water and Sewer Rate Design	80	19,880	1,280	0	21,160
Task 8 - Report	102	24,820	1,632	0	26,452
Total	638	\$ 160,150	\$ 10,208	\$ 6,000	\$ 176,358

Sincerely,

CAROLLO ENGINEERS, INC.



Jennifer Ivey, P.E.
Vice President



Isalah Barnes
Project Manager



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **HAWKINS-WEIR ENGINEERS, INC. (AMENDMENT NO. 4):**

RECOMMENDATION:

Staff recommends approval of Amendment No. 4 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ARDOT Project 040846 Utility Relocations along Martin Luther King Jr. Blvd. at the I-49 & Hwy-62 Interchange in an amount not to exceed \$395,840.00.

BACKGROUND:

ARDOT previously notified the City of Fayetteville to relocate water and sewer infrastructure along Highway 62 where they will be widening the roadway, reconstructing the I-49 overpass, and creating a new overpass at 15th Street. After receiving this notification, a formal selection committee was held on September 8, 2022 at which Hawkins-Weir was selected for contract negotiations (RFQ 21-01, Selection #14).

Previously, Amendment No. 1 was approved (Res. 125-23) to advance the design from 30% to 100% bid-ready plans and specifications for just the relocations necessary near the 15th Street improvements. Amendment No. 2 was approved (Res. 8-24) to provide construction engineering and observation services for the 15th Street portion of the project (Phase I). Amendment No. 3 was approved (Res. 129-24) for final engineering design along the MLK corridor (Phase II).

DISCUSSION:

Amendment No. 4 will provide construction engineering and observation services for all of Phase II work. This project duration is expected to be approximately 400-days. A detailed estimate of staff time and fees has been provided, and the fee is based on hourly charges not to exceed 590,840.00. However, due to scope reduction and cost savings during the final design phase, the net contract increase needed is only \$395,840.00.

The percentage split between Water and Sewer for the not-to-exceed agreement is as follows:

Water (75%)	5400.720.5600-5314.00	\$296,130.00
Sewer (25%)	5400.720.5700-5314.00	\$99,710.00

BUDGET/STAFF IMPACT:

Budgeted funds are available in the Water & Sewer Relocations Account.

ATTACHMENTS: SRF (#3) , Amendment No. 4 (#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 #: 2025-465

HAWKINS-WEIR ENGINEERS, INC. (AMENDMENT NO. 4):

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$395,840.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG MARTIN LUTHER KING JR. BLVD. AT THE I-49/HWY-62 INTERCHANGE

WHEREAS, on February 7, 2023, the City Council passed Resolution No. 30-23 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for engineering services associated with the utility relocations at the I-49 and Martin Luther King, Jr. Boulevard Interchange Project; and

WHEREAS, on June 6, 2023, the City Council passed Resolution No. 125-23 approving Amendment No. 1 to the contract with Hawkins-Weir Engineers, Inc. to advance the design from 30% to 100% bid-ready plans and specifications for just the relocations necessary near the 15th Street improvements; and

WHEREAS, on January 2, 2024, the City Council passed Resolution No. 8-24 approving Amendment No. 2 to the contract with Hawkins-Weir Engineers, Inc. to increase the scope of engineering services to include construction observation, field accounting, construction engineering support, material submittal reviews, as-built drawing preparation, and all services necessary to manage the project throughout construction; and

WHEREAS, on May 7, 2024, the City Council passed Resolution No. 129-24 approving Amendment No. 3 to the contract with Hawkins-Weir Engineers, Inc. to increase the scope of engineering services to provide final engineering design on the remaining utility relocations associated with the ARDOT project; and

WHEREAS, Amendment No. 4 will provide construction engineering and observation services for all Phase II work.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 4 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$395,840.00 for construction engineering and observation services associated with Phase 2 of utility relocations along Martin Luther King Jr. Blvd. at the I-

49/HWY-62 Interchange, as shown in the scope of services attached to Amendment No. 4.

City of Fayetteville Staff Review Form

2025-465

Item ID

5/6/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

4/4/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 4 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040846 Utility Relocations along Martin Luther King Jr. Blvd. at the I-49 & Hwy-62 Interchange in an amount not to exceed \$395,840.00.

Budget Impact:

5400.720.5600-5314.00

5400.720.5700-5314.00

Water and Sewer

Account Number

Fund

11011.2301

Water & Sewer Relocations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 26,443,982.00

Expenses (Actual+Encum)

\$ 26,047,063.16

Available Budget

\$ 396,918.84

Does item have a direct cost? Yes

Item Cost

\$ 395,840.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,078.84

V20221130

Purchase Order Number: 2023-197

Previous Ordinance or Resolution 30-23, 125-23, 8-24

Change Order Number: 4

Approval Date:

Original Contract Number: 2023-00000010

Comments: RFQ 21-01, Selection #14



March 20, 2025

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville
2435 S Industrial Drive
Fayetteville, Arkansas 72701

Re: Utility Relocations I-49/MLK Interchange
Agreement for Engineering Services: Amendment 4
Construction Phase Services for I-49/MLK
HWEI Project No. 2022129

Dear Mr. Granderson:

We respectfully request an Amendment to our Agreement for Professional Services, dated February 7, 2023 (Agreement), for the referenced project. Amendment 4 will add engineering services scope and fee for Task 5 – Construction Phase Services during the relocation of utilities at the I-49/MLK Interchange.

The table on Page 3 provides a Contract Status Summary for our Agreement as of March 2025, along with the proposed Amendment 4 as described in the attached Scope of Services. As noted in the table, Task 1 - Preliminary Engineering Phase for MLK and 15th Street and Task 2 - Final Design Phase Service for the 15th Street improvements have both been completed. Task 3 - Construction Phase Services on the 15th Street improvements by Brother's Construction is currently underway. Work also continues on Task 4 - Final Design Phase Services on MLK as we assist the City of Fayetteville on final easement negotiations.

Under Amendment 4, we propose an increase of \$587,840.00 to our contract fee for **Construction Phase Services** during installation of the MLK improvements, plus \$3,000.00 for Reimbursable expenses during the construction phase. We also propose moving \$200,000.00 out of Task 4 - Design Phase Services, with \$5,000.00 to be added to the Task 4 - Reimbursables budget, in part to offset an overrun of \$2,905.58 from additional appraisal expenses incurred during the design of the MLK improvements. We propose removing the remaining \$195,000.00 from the Task 4 - Design Services amount (Amendment 3) and the contract.

Approval of Amendment 4 will increase our contractual not to exceed (NTE) fee from \$1,486,280.00 to **\$1,882,120.00** for Tasks 1 through 5. We will continue to invoice for engineering services based on our Hourly Rate Schedule.



Mr. Corey Granderson, P.E.
Page 2
March 20, 2025

For your review and consideration, we have prepared the attached Amendment No. 4, Scope of Services, Scope of Services Fee Proposal, and Standard Hourly Billing Rate, for the Construction Phase Services on the I-49/MLK Interchange.

We trust that this is satisfactory for your review. If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Oren Noble', is positioned above the printed name.

Oren Noble, P.E.

ON/clk

Enclosures: Amendment No. 4, dated March 20, 2025

Exhibit A – Construction Agreement – Scope of Services – Utility Relocations for I-49/MLK Interchange, dated March 20, 2025

Exhibit B – Scope of Services and Fee Proposal, dated March 20, 2025

Exhibit C – Hourly Rate Schedule: 2025



Mr. Corey Granderson, P.E.
Page 3
March 20, 2025

Contract Status Summary as of March 2025			
Utility Relocations for I-49/MLK Interchange, Project No. 2022129 (HW), 040846 (ARDOT)			
Project Phase	Contract Amount	Total Invoiced to Date	Remaining Funds
Task 1 - Preliminary Engineering Phase: MLK & 15 th St. ⁽¹⁾	\$223,440.00	\$223,440.00	\$0.00
Task 2 - Final Design Phase Services: 15 th Street ⁽²⁾	\$268,610.00	\$268,610.00	\$0.00
Reimbursable Expenses: Preliminary Design MLK and 15 th Street ⁽¹⁾⁽²⁾	\$52,500.00	\$52,500.00	\$0.00
Task 3 - Construction Phase Services: 15 th Street ⁽³⁾	\$293,300.00	\$244,612.50	\$48,687.50
Reimbursable Expenses: Construction Phase 15th Street ⁽³⁾	\$1,500.00	\$93.96	\$1,406.04
Task 4 - Final Design Phase Services: MLK ⁽⁴⁾	\$626,930.00	\$383,470.00	\$243,460.00
Reimbursable Expenses: Final Design Phase MLK ⁽⁴⁾	\$20,000.00	\$22,905.58	(\$2,905.58)
Task 4 - Final Design Phase Services: MLK Design Fee Adjustment ⁽⁵⁾	(\$200,000.00)		(\$200,000.00)
Reimbursable Expenses: MLK Final Design Fee Adjustment ⁽⁵⁾	\$5,000.00		\$5,000.00
Task 5 - Construction Phase Services: MLK ⁽⁵⁾	\$587,840.00		\$587,840.00
Reimbursable Expenses: Construction Phase MLK ⁽⁵⁾	\$3,000.00		\$3,000.00
Totals	\$1,882,120.00	\$1,195,632.04	\$686,487.96

⁽¹⁾ Original Engineering Services Agreement (Task 1) approved 02-07-2023

⁽²⁾ Contract Amendment No. 1 (Task 2) approved 06-06-2023

⁽³⁾ Contract Amendment No. 2 (Task 3) approved 01-02-2024

⁽⁴⁾ Contract Amendment No. 3 (Task 4) approved 05-02-2024

⁽⁵⁾ Contract Amendment No. 4 (Task 5) proposed 03-19-2025

AMENDMENT NO. 4
TO THE
AGREEMENT For PROFESSIONAL ENGINEERING SERVICES
BETWEEN
CITY OF FAYETTEVILLE, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Utility Relocation for I-49/MLK Interchange (HW Project No. 2022129)**, dated February 7, 2023, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 4.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 4 is for Task 5 - Construction Phase Services associated with the Construction of the Utility Relocation for the I-49/MLK Boulevard Interchange project. Additional services are detailed in the Engineer's attached Scope of Services dated March 20, 2025.

SECTION 2 – TIME OF SERVICE

2.1 Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for the Construction Phase Scope of Services described herein shall not exceed \$590,840.00 without written approval of the Owner.

3.2 Amendment 4 includes an adjustment to the fee amount approved under Amendment 3 (approved May 2, 2024) for Engineering Design Services and Reimbursable Expenses associated with the Final

Design of the MLK utility improvements. An amount of \$5,000.00 will be moved from the Design Phase Services to increase the amount for Reimbursable Expenses during design from \$20,000.00 to \$25,000.00. The remaining \$195,000.00 will be deleted from the overall contract amount.

3.3 These additional services and fee adjustments will increase the Agreement's not to exceed fee by a net amount of \$395,840.00 to **One Million Eight Hundred Eighty Two Thousand One Hundred Twenty and 00/100 Dollars (1,882,120.00)**, which is summarized in the following table.

Contract Phase	Task and Description	Engineering	Reimbursables	Total Fee
Original Contract	Task 1 – Prelim. Engineering	\$223,440.00	\$45,000.00	\$268,440.00
Amendment 1	Task 2 – Final Design: 15 th St.	\$268,610.00	\$7,500.00	\$276,110.00
Amendment 2	Task 3 – Construction: 15 th St.	\$293,300.00	\$1,500.00	\$294,800.00
Amendment 3	Task 4 – Final Design: MLK	\$626,930.00	\$20,000.00	\$646,930.00
Amendment 4	Task 5 – Construction: MLK	\$587,840.00	\$3,000.00	\$590,840.00
Fee Adjustment	Task 4 – Final Design: MLK	(\$200,000.00)	\$5,000.00	(\$195,000.00)
Totals	Task 1 – Task 5	\$1,800,120.00	\$82,000.00	\$1,882,120.00

Attachments: Exhibit A – Scope of Services dated, March 20, 2025
Exhibit B – Scope of Services and Fee Proposal, dated March 20, 2025
Exhibit C – Standard Hourly Billing Rate Structure, effective 2025

SIGNATURES ON PAGE 3

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Honorable Molly Rawn, Mayor

Date: _____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

By: _____
Barry K. McCormick, P.E.
Corporate Secretary

Date: _____



**Exhibit A – Construction Engineering Agreement
Scope of Services
Utility Relocations for I-49/MLK Interchange
Amendment 4 – Task 5
Fayetteville, Arkansas
HW Project No. 2022129
March 20, 2025**



Further Description of Basic Engineering Services and Related Matters:

Scope

The scope of work for the I-49/Martin Luther King (MLK) Interchange project includes the relocation of publicly owned utilities to precede the roadway improvements to MLK at the proposed crossing of Interstate 49 (I-49) by the Arkansas Department of Transportation (ARDOT). The ARDOT project includes the widening of MLK for the construction of a new overpass of I-49 and improvements West and East of I-49. The utility relocation project will consist of an estimated 9,300 linear feet of water main ranging in size from 2-inch to 36-inch, 5,000 linear feet of sanitary sewer ranging in size from 8-inch to 24-inch, and 2,300 linear feet of steel encasement ranging in size from 16-inch to 54-inch.

TASK 5 – Construction Engineering Services – Construction Phase

1. Conduct a Pre-Construction Conference with the Owner, Contractor, and ARDOT
2. Provide full-time construction observation during utility relocation based on a 12-month construction contract
3. Provide Construction Engineering Administration
4. Conduct up to twelve (12) Periodic Progress Meetings
5. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner
6. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval
7. Conduct as-built surveys of the completed improvements
8. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address
9. Prepare Record Drawings of the completed project and provide one (1) full-size reproducible hard copy, and one (1) electronic copy for the Owner's archives
10. Assist the Owner in preparing project closeout documentation to ARDOT

Note: Engineer will prepare and distribute minutes of all meetings.

Advertising and Bidding Phase Services are included under Amendment 3 (Task 4) to the contract.



Exhibit B
Scope of Services Fee Proposal
Utility Relocations for I-49/MLK Interchange
Amendment 4 - Task 5
Fayetteville, Arkansas
HW Project No. 2022129
March 20, 2025



Amendment 4 (TASK 5): Construction Engineering Services - Construction Phase

[Utility Relocations for I-49/MLK Blvd. Interchange](#)

Billing Rate	Task 5	Engr VII \$275	Engr V \$225	Engr II \$125	GPS Survey \$200	Surveyor \$175	Designer II \$135	Document Processor \$75	Construction Observer II \$95	Total Hours	Total Cost
1. Conduct a Pre-Construction Conference with the Owner, Contractor, and ARDOT		4	8	4					4	20	\$3,780
2. Provide full-time construction observation during utility relocation ⁽¹⁾				104					2380	2484	\$239,100
3. Construction Engineering Administration		96	416	40				48		600	\$128,600
4. Conduct up to twelve (12) Periodic Progress Meetings		96	96	48				48		288	\$57,600
5. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner		40	96	80				80		296	\$48,600
6. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval		20	80	104				96		300	\$43,700
7. Conduct as-built surveys of the completed improvements			8		64	16	80			168	\$28,200
8. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address			16	16				4	24	60	\$8,180
9. Prepare Record Drawings of the completed project and provide one (1) full-size reproducible hard copy, and one (1) electronic copy for the Owner's archives		8	8	16			40	8	24	104	\$14,280
10. Assist the Owner in preparing project closout documentation to ARDOT		16	24	24				40		104	\$15,800
Total Hours		280	752	436	64	16	120	324	2432	3988	
Total Cost - Task 5 Construction Engineering Services - Construction Phase		\$77,000	\$169,200	\$54,500	\$12,800	\$2,800	\$16,200	\$24,300	\$231,040		\$587,840

⁽¹⁾ Based on a 395-calendar day Contract Time (365-calendar days until Substantial Completion, and 30-calendar days until Final Completion thereafter). Full-time construction observation is based on 8-hours per day (Monday through Friday) until the originally scheduled Substantial Completion date, and periodic inspection (24 hours a week) until the originally schedule Final Completion date thereafter.

11. Reimbursable Expenses

Item	Description	Total
a. Outside Services	Reproduction and Printing (estimated)	\$3,000
Total Estimated Reimbursable Expenses		\$3,000

ENGINEERING SERVICES SUMMARY

[Utility Relocations for I-49/MLK Blvd. Interchange](#)

Amendment 4 (TASK 5): Construction Engineering Services - Construction Phase	\$587,840
Reimbursable Expenses	\$3,000
Total Engineering Fee - Not to Exceed	\$590,840

Exhibit C



Hawkins-Weir Engineers, Inc. Hourly Rate Schedule: 2025

Description	Billing Rate/Hour
Engineer VII	\$275
Engineer VI	\$250
Engineer V	\$225
Engineer IV	\$200
Engineer III	\$175
Engineer II	\$150
Engineer I	\$125
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
Civil Eng Assistant II	\$90
Civil Eng. Assistant I	\$80
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$85
Surveyor	\$175
GPS Survey	\$200
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
Reimbursable Expenses	
Mileage	\$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Kit Williams, City Attorney
FROM: Kit Williams, City Attorney
SUBJECT: **DISCONTINUE CITY HEALTH OFFICER POSITION (RESOLUTION):**

RECOMMENDATION:

Staff recommends to repeal Resolution 173-20 and reestablish the Board of Health without an appointed City Health Officer

BACKGROUND:

About five years ago (June 24, 2020) during the throes of the Covid-19 virus pandemic, the Fayetteville City Council reestablished the City Board of Health and the office of the City Health Officer as well as appropriated "\$50,000.00 for staffing, supplies, and the needs of the City Health Officer and the City Board of Health". The City Health Office has resigned and the City Board of Health has determined that such office should not be re-staffed at this time.

DISCUSSION:

Resolution 173-20 needs to be repealed and replaced by this Resolution to replace outdated provisions and to allow the Mayor to follow the recommendations of the City Board of Health.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: A.C.A. 14-262-103 (#3), Agenda Request - City Attorney (#4), City Attorney Memo (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-542

DISCONTINUE CITY HEALTH OFFICER POSITION (RESOLUTION):

A RESOLUTION TO REPEAL RESOLUTION 173-20 AND REESTABLISH THE BOARD OF HEALTH WITHOUT AN APPOINTED CITY HEALTH OFFICER

WHEREAS, about five years ago (June 24, 2020) during the throes of the Covid-19 virus pandemic, the Fayetteville City Council reestablished the City Board of Health and the office of the City Health Officer as well as appropriated "\$50,000.00 for staffing, supplies, and the needs of the City Health Officer and the City Board of Health;" and

WHEREAS, the City Health Office has resigned and the City Board of Health has determined that such office should not be re-staffed at this time; and

WHEREAS, Resolution 173-20 needs to be repealed and replaced by this Resolution to replace outdated provisions and to allow the Mayor to follow the recommendations of the City Board of Health.

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 repeals Resolution 173-20 in its entirety and passes Section 2 of this Resolution as its replacement.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby creates and continues the operation of the City Board of Health with the same members and conditions as Resolution 173-20 and with the powers set forth in A.C.A. § 14-262-102 **City Board of Health**. However, pursuant to the City Board of Health's request, a City Health Officer is determined not to be needed now and therefore such position is not created nor continued by this Resolution.

Section 3: That the City Council of the City of Fayetteville, Arkansas thanks the City Board of Health and the City Health Officer for their long, competent, and important work and assistance throughout the Covid-19 virus pandemic.

A.C.A. § 14-262-103

Unofficially updated with acts of the 2025 Regular Session effective through March 18, 2025, and also includes unofficial updates of all acts regardless of effective date through Act 339 (except Acts 163-180, 221, 230, and 237).

Unofficial updates are provisional only and do not include corrections and edits by the Arkansas Code Revision Commission. The final official version of the statutes as affected by the 2025 Regular Session will appear on Lexis online in July-August 2025.

AR - Arkansas Code Annotated > Title 14 Local Government > Subtitle 16. Public Health And Welfare Generally > Chapter 262 Local Health Authorities

14-262-103. City health officer.

- (a) The office of city health officer may be created by the governing body of a city of the first class, city of the second class, or an incorporated town.
- (b) The office of city health officer shall be filled by a competent physician who is legally qualified to practice medicine within this state, a graduate of a reputable medical college, and of reputable professional standing.
- (c)
 - (1)
 - (A) It is the duty of the mayor of each incorporated city and town within this state to elect a qualified person to the office of city health officer if the governing body of the city or town creates the office.
 - (B) The appointment shall be approved by a majority of the votes of the city or town council.
 - (2) After appointment, the city health officer shall:
 - (A) Take and subscribe to the constitutional oath of office;
 - (B) File a copy of the appointment with the State Board of Health; and
 - (C) Not be deemed to be legally qualified until the copies have been so filed.
- (d)
 - (1) Each city health officer shall perform such duties as may be required by the ordinances of his or her city or town.
 - (2) The officer shall discharge and perform such duties as may be prescribed for him or her under the directions, rules, regulations, and requirements of the board.
 - (3) The officer shall be required to aid and assist the board in all matters of quarantine, vital and mortuary statistics, inspection, disease prevention and suppression, and sanitation within his or her jurisdiction.
 - (4) The officer shall at all times report to the board, in such manner and form as shall be prescribed by the board, the presence of all contagious, infectious, and dangerous epidemic diseases within his or her jurisdiction and shall make such other and further reports in the manner and form and at the times as the board shall direct, touching all matters as may be proper for the board to direct.
 - (5) The officer shall aid the board at all times in the enforcement of proper rules, regulations, and requirements in the enforcement of all sanitary laws, quarantine regulations, and vital statistics collections and shall perform any other duties the board shall direct.

AGENDA REQUEST FORM

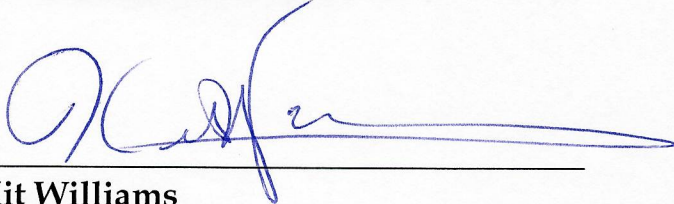
FOR: Council Meeting of May 6, 2025

FROM: Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

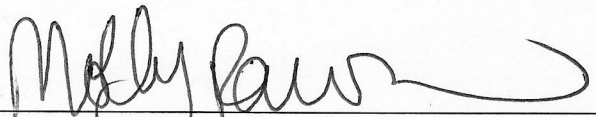
A RESOLUTION TO REPEAL RESOLUTION 173-20 AND REESTABLISH THE BOARD OF HEALTH WITHOUT AN APPOINTED CITY HEALTH OFFICER

APPROVED FOR AGENDA:



Kit Williams
City Attorney

4-18-25
Date



Molly Rawn
Acknowledgement

4-18-25
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
Brad Hardin, Fire Chief

FROM: **Kit Williams**, City Attorney

DATE: **April 18, 2025**

RE: **City Health Officer Has Resigned; City Board of Health Suggests That Office Be Left Vacant**

On June 24, 2020 (during the height of the Covid-19 virus Pandemic), the City Council reestablished the City Board of Health and the position of the City Health Officer in Resolution 173-20. Following years of good service, our City Health Officer resigned because the pandemic had ended and she reasonably believed her services were no longer needed.

State law gives the City Council the power to create the office of City Health Officer which it did through Resolution 173-20. A.C.A. § 14-262-103 (a). State law further states: "It is the **duty of the mayor** ... to elect a qualified person to the office of city health officer if the governing body of the city or town creates the office." A.C.A. § 14-262-103 (c)(1)(A)(emphasis added). Therefore, the City Council must end its creation of the office of City Health Officer through a new proposed Resolution in order to remove the mayor's statutory duty to appoint a new City Health Officer which the City Board of Health has decided is not needed.

As this is needed for legal purposes, I have sponsored this resolution pursuant to the Mayor's decision to comply with the request of the City Board of Health.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU:
FROM: Council Member Sarah Moore
SUBJECT: **DISCLOSURE OF RENTAL FEES AND COSTS (ORDINANCE):**

RECOMMENDATION:

Council Member Moore is sponsoring the Truth in Leasing Ordinance that would require the disclosure of fees and costs associated with residential leases.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Packet - Truth in Leasing Ordinance - Council Member Moore (#3), Disclosure of Costs (#4), Initial Ordinance Proposed (#5), City Attorney Memo - Proposed Amendment of Disclosure of Rental Fees and Costs (#6), FYAC - Disclosure of Rental Fees Letter of Support (#7)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-231

DISCLOSURE OF RENTAL FEES AND COSTS (ORDINANCE):

AN ORDINANCE TO ENACT § 120.03 DISCLOSURE OF RENTAL FEES AND COSTS FOR LEASED RESIDENTIAL PROPERTIES IN THE CITY OF FAYETTEVILLE

WHEREAS, potential tenants often make housing decisions based on advertised rent prices but may not be fully aware of additional fees and costs that could significantly affect their ability to afford and maintain rental housing; and

WHEREAS, clear and accurate disclosure of all fees and costs associated with rental properties allows prospective tenants to make informed, well-considered decisions; and

WHEREAS, providing a clear breakdown of costs ensures that tenants are better equipped to budget effectively and maintain housing stability; and

WHEREAS, by requiring the disclosure of all rental fees and costs before a landlord requires any payment for a rental application review or background checks should prevent a prospective tenant from wasting money on an application fee in order to rent housing that the tenant cannot afford.

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 enacts § 120.03 **Disclosure of Rental Fees and Costs** as follows:

“120.03 Disclosure of Residential Rental Fees and Costs

(A) *Required Disclosures.* Landlords or property owners of residential properties shall include a clear and comprehensive disclosure of all fees and costs that are likely be charged to the tenant by the landlord or property owner prior to any required payment for rental application review or background check or prior to furnishing the lease if the landlord has not earlier required payment for rental application review or background checks. This includes, but is not limited to:

1. Application and Background Check Fees: Fees landlords require to process rental applications or perform background checks, if any. Explanation whether rental application fee is for the housing unit or assessed against all adult tenants is required.
2. Rent: The base monthly rent amount.

3. Security Deposit: The amount required as a security deposit.
4. Maintenance Fees: Costs for regular monthly or periodic maintenance that may be charged to the tenant.
5. Utility Costs: Charges for utilities such as water, electricity, gas, internet, or trash collection the tenant pays to the landlord. This does not include costs associated with utilities in the name of the tenant.
6. Pet Fees: Any fees, costs, or deposits associated with keeping pets on the property.
7. Parking Fees: Charges for parking spaces or permits, if applicable.
8. Late Fees: The fees imposed for late rent payments including any grace periods, charges schedules, or escalating fee policies.
9. Administrative, Leasing, or Miscellaneous Fees: Any other fees imposed on a tenant related to the administration of the lease or for other purposes not listed above.

(B) Clear and Prominent Disclosure of All Rental Costs are Required.

1. All fees and costs must be disclosed clearly and in a manner that is easily accessible, visible, and understandable to potential tenants. Fees must be itemized and presented separately from the base rent amount and shall be accompanied by a description of the service(s) associated with each fee.
2. In online listings, this disclosure shall be presented on the same page as the listing details. Landlords and rental management companies shall not be responsible for electronic media outside of their control.
3. In print advertisements, this disclosure should be included in the body of the advertisement or in a clearly visible section.
4. If there is a leasing office onsite, this information shall be displayed along with any required business licenses or permits.
5. A copy of the list shall be attached to all paper rental applications.
6. In any lease agreement or contract, this disclosure shall be included in a separate section within the body of the contract or attached as an exhibit or appendix to the contract.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance will not go into effect until three months after its passage and approval to provide sufficient time for all affected landlords and rental management companies to be ready to comply with the disclosure requirements.

AGENDA REQUEST FORM

FOR: Council Meeting of March 4, 2025

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

**AN ORDINANCE TO ENACT § 120.03 TRUTH IN LEASING;
DISCLOSURE OF RENTAL FEES AND COSTS FOR LEASED
RESIDENTIAL PROPERTIES IN THE CITY OF FAYETTEVILLE**

APPROVED FOR AGENDA:

Approved by email

Sarah Moore
City Council Member

2/18/2025

Date

Blake Pennington

Blake Pennington
Senior Assistant City Attorney
Approved as to form

2/18/2025

Date

AN ORDINANCE TO ENACT § 120.03 TRUTH IN LEASING; DISCLOSURE OF RENTAL FEES AND COSTS FOR LEASED RESIDENTIAL PROPERTIES IN THE CITY OF FAYETTEVILLE

WHEREAS, potential tenants often make housing decisions based on advertised rent prices but may not be fully aware of additional, often hidden, fees and costs that could significantly affect their ability to afford and maintain rental housing and can lead to confusion, financial hardship, and the potential for deceptive practices that harm Fayetteville residents; and

WHEREAS, clear and accurate disclosure of all fees and costs associated with rental properties allows prospective tenants to make informed, well-considered decisions and prevents vulnerable tenants, including low-income individuals and families, from being burdened by unexpected financial obligations; and

WHEREAS, providing a clear breakdown of costs ensures that tenants are better equipped to budget effectively and maintain housing stability, which can lead to lower tenant turnover rates; and

WHEREAS, by requiring the disclosure of all rental fees and costs in advertisements and listings, the city will support fair housing practices and enhance consumer protection for current and future tenants.

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 enacts § 120.03 – **Truth in Leasing; Disclosure of Rental Fees and Costs** as follows:

“120.03 - Truth in Leasing; Disclosure of Residential Rental Fees and Costs

(A) *Required Disclosures.* Landlords or property owners of residential properties shall include a clear and comprehensive disclosure of all fees and costs that are or could be charged to the tenant by the landlord or property owner in any contract, advertisement or listing, whether physical or digital. This includes, but is not limited to:

- (a) Rent: The base monthly rent amount.
- (b) Security Deposit: The amount required as a security deposit.
- (c) Application and Background Check Fees: Fees required to process rental applications or perform background checks.
- (d) Maintenance Fees: Costs for maintenance or repairs that may be charged to the tenant.
- (e) Utility Costs: Charges for utilities such as water, electricity, gas, internet, or trash collection the tenant pays to the landlord. This does not include costs associated with utilities in the name of the tenant.
- (f) Pet Fees: Any fees, costs, or deposits associated with keeping pets on the property.
- (g) Parking Fees: Charges for parking spaces or permits, if applicable.

- (h) Late Fees: The fees imposed for late rent payments including any grace periods, charges schedules, or escalating fee policies.
- (i) Administrative, Leasing, or Miscellaneous Fees: Any other fees imposed on a tenant related to the administration of the lease or for other purposes not listed above.

(B) *Clear and Prominent Disclosure Required.* All fees and costs must be disclosed clearly and in a manner that is easily accessible, visible, and understandable to potential tenants. Fees must be itemized and presented separately from the base rent amount and shall be accompanied by a description of the service(s) associated with each fee. In online listings, this disclosure shall be presented on the same page as the listing details, and in print advertisements, it should be included in the body of the advertisement or in a clearly visible section. If there is a leasing office onsite, this information shall be displayed along with any required business licenses or permits. A copy of the list shall be attached to all paper applications. In any lease agreement or contract, this disclosure shall be included in a separate section within the body of the contract or attached as an exhibit or appendix to the contract.

Disclosure of Rental Fees & Costs Ordinance

For Leased Residential Properties in the City of Fayetteville

March 4, 2025



The Concern Expressed in a Year of Fayetteville Community Housing Conversations

- Burdensome cost to renters each time that they had to move, often yearly given increasing rents. Working with limited means, trying to limit amount spent out to possible rentals. During discussions the following were identified:
 - Application and background check fees were charged at a number of properties adding up to \$100s up to \$1,000 out of pocket at each move.
 - Applicants applied to rentals not always knowing all of the ongoing costs and spending application & background fees and possibly admin fees before fully understanding monthly or any other possible costs which could mean they could not afford the rental ongoing
 - Unknown often what the criteria are to be considered and approved. This information may or not be able to inquired and received of this information prior to spending funds and attempting to rent the property.



CITY OF
FAYETTEVILLE
ARKANSAS

What is out there now- Rental Listings

MOVE IN TODAY | RESIDENTS

the **VUE**
ON STADIUM DRIVE

FAQS APPLY

Please note that signing your application does not guarantee a space.

Fayetteville

Next, we will complete a background screening and send you the Housing Agreement to reserve your spot when mutually signed. The Administrative Fee, if already paid, will be refunded if a Housing Agreement is not approved.

DEPOSITS AND FEES

Application Fee (one-time)	\$40
Administrative Fee (annual)	\$200
Security Deposit (one-time)	\$500 WAIVED

Ready to apply? Start your Application >

accepts electronic payments

select units

Utilities we pay 30%

Water, Sewer, Trash (with us)

Electric (Swepeco)

Monthly Charges

Valet Trash- \$36

Cable/Internet- \$63

CAM (Common Area Maintenance) Fee-

1BR: \$32

2BR: \$35

3BR: \$37

Waiver Renters Insurance-

\$14

131
Get fees
\$14

rs' insurance, a letter

apply
here

com

Rogers

One Bedroom/One Bath

785 sqft

\$

Two Bedroom/One Bath

810 sqft

ASAP

WIC

12/24

Three Bedroom/Two Bath

1183 sqft

\$

Application Fee	\$75.00 per applicant (18 years old and over) Non-refundable.
Admin Fee	\$250.00 due with application. (Used as holding fee) Non-refundable.
Security Deposit	\$300.00 up to 1 months' rent based on application.
Pet Fee	\$300.00 fee per pet Max of two pets per unit. Non-refundable. Breed & Weight restrictions apply.
Pet Rent	\$32.00 monthly charge (per pet)
Lease Term	12 months. Depending on availability

*Rates and discounts are subject to change - Restrictions apply

Require proof of income of a month worth of paystubs and if you choose to get from a certified 100,000 Personal Liability Renter's Insurance

1603 W Walnut St • Rogers, AR 72756 • 479

• friscoonwalnut@amllc.net | www.friscoapartments.com

What is out there now- Rental Listings

< Back to search



Home value Cost calculator Owner options **Home details** Neighborhood

What's special

Real Property Management First Choice- NWA is excited to offer this fantastic two-bedroom, two-bathroom home in a prime Fayetteville location! Just minutes from the vibrant Fayetteville downtown square, the University of Arkansas, and Dickson Street, you'll enjoy the best of both convenience and comfort. This charming home blends modern and traditional styles, featuring a stove/oven, dishwasher, refrigerator, disposal for your ease. Stay cozy year-round with central heat and air, and take advantage of the added bonus of a detached garage!

Fill out an application now to live in this prime location!! (Please note that this property is NOT furnished)

Rent: \$2045.00 per month

Deposit: \$1545.00 (one time fee)

Leasing Fee: \$500.00 (one time fee)

Liability to Landlord Insurance Required: \$15.00 per month (you can provide your own insurance to avoid this fee)

Resident Benefit Package: \$40.00 per month

Monthly Pet Rent: \$50.00 per pet.

Pet fee of \$250 per animal

2 Animal Maximum *Breed restrictions apply.

App fee: \$20

Background check: \$20

(All occupants 18 and older must apply separately. Background checks include residential, credit, and criminal

Background check: \$20

(All occupants 18 and older must apply separately. Background checks include residential, credit, and criminal history. Income requirement of 3 times the amount of rent. Application fees are non-refundable.)

(Each future occupant, 18 or older, must submit individual applications. Background checks include residential, credit, and criminal history. Income requirement is 3 times the amount of rent. Applications are available online via our website. Application fees are non-refundable. RPM does not accept payment in the form of cash or any online payment platform not directly linked to an RPM First Choice website and will never ask for payment via those platforms.)

ADDITIONAL INFO/FEEES:

Resident Benefit Package: \$40.00 fee includes utility concierge service, on-time rent payment credit reporting, late pay forgiveness, home buyers assistance, & more!

Insurance Requirement: Liability to Landlord Insurance in the amount of \$100,000 is mandatory. You will be charged \$15.00 per month. If you provide your own policy you will not be charged this fee.

Pet Screening: RPM First Choice uses a platform called Pet Screening to complete the screening and approval process for any pets that will be living on the property. Individuals without pets must complete the online affidavit, while pet/animal owners should gather current vaccination records, veterinarian information and snapshots of their pet/animal. You will find the link to complete your online profile in the application process. Household pets will be charged a fee of \$50 for the first pet, \$35 for the additional pet which will not only complete the screening process, but also create a digital passport for your animal for your personal use. (THIS IS NOT THE MONTHLY PET FEE - THESE FEES ARE STRICTLY FOR YOUR PETS SCREENING & APPROVAL PROCESS - CALL THE OFFICE FOR INITIAL AND MONTHLY PET FEES)

^ Hide

Fayetteville

*Online tool search results utilized by Fayetteville residents, Councilmember Moore, & City Attorney Office



What is out there now- Rental Listings

Fayetteville

Springdale

Wobbe Lane Apartments

(479) 717-2338

Before You Begin:

Please be prepared to pay the application fee as outlined in the property listing. In addition to this rental application, you will also be required to provide a copy of a valid form of identification and proof of income.

To complete this rental application, you must be prepared to provide 3 years of residential history as well as contact information for your rental references. You will also be asked to provide information on your monthly income, and please note that most properties require that applicant combined gross income is at least three (3) times the monthly rent amount.

Each resident over the age of 18 must submit a separate rental application.

Application Fee: \$35.00

You are applying to rent:

580 E Randall Wobbe Ln
17-202
Springdale, AR 72764

PAYMENT OPTIONS

The Following Fees will be incurred for those meeting these specifications:

Primary Applicants/Renters - \$400 Deposit, \$30 Application Fee, \$15 Online Payment Processing Fee

*** Only the \$400 Deposit is refundable. Application and processing fees are non-refundable.*

Secondary Applicants/Renters - \$30 Application Fee, \$5 Online Payment Processing Fee

*** All Secondary Applicant/Renter fees are non-refundable.*

Guarantors - \$30 Application Fee, \$5 Online Payment Processing Fee

*** All Guarantor fees are non-refundable.*

Any refund of the \$400 security deposit will be issued via check the first Friday after a 10 day business period and after the funds have cleared Engage Management's bank account.



Apply Online

Create Account

Login

Create an Account to Begin

To start your application, create an account. We will be able to save your progress and enable you to come back anytime to check on the status of your application.

For any questions, please call (501) 404-9997.

Legal First Name *

Questions? We're here for you.

Last Name *



Leverett Garden Apartments

STEP 1

2

3

4

CREATE ACCOUNT

Create a new account. Already have an account? [Sign in](#)

First name*

Last name*

Email*

Phone*

How did you hear about us?

Please select an option below

Are you working with a leasing agent?

*Online tool search results utilized by Fayetteville residents, Councilmember Moore, & City Attorney Office



What type of Fees or Costs are Being Seen

In Arkansas

- Utility fees
- Valet Trash
- Cable/Internet
- Maintenance Fee
- Waiver of Renters Insurance
- Admin Fee
- Leasing Fee
- Pet Fee
- Pet Rent
- Pet Screening
- Online Payment Processing Fee
- Guarantor Application Fee
- Resident Benefit Package

Nationally

- Identified through 2023 Federal Committee reviewing “junk fees”, over 20 seen across country
- From NPR article (Dec 23 poll)
 - "I think Americans also feel they're not getting a fair price anymore. Everywhere they turn, they're being gouged, overcharged, companies are skimming, just adding a little extra. In some cases, companies are taking away, charging them the same price but offering them a little less product," Owens said.
 - [Polling](#) shows both Democrats and Republicans support tackling junk fees, and a December poll from the left-leaning [Data for Progress](#) found that 72% of Republicans surveyed support the Junk Fee Prevention Act, a bill that would limit excessive and unnecessary fees, including many that the Biden administration has tried to tackle, like concert and airline fees.

*Federal junk fees details from this source:

<https://www.npr.org/2024/03/06/1235955054/biden-junk-fees-state-of-the-union>

Goal of Disclosure of Rental Fees & Cost Ordinance

For Renters

- Reduce out of pocket costs when applying for possible rentals given the expression from Fayetteville community of overly burdensome nature of these fees. In discussion leading up to the CAP ordinance, there were many comments made to “just ask” the properties for these costs up front. This ordinance is aimed to give greater clarity of all in and total costs for a rental BEFORE a family places money towards an application/background check fee.

For Property Owners/Manager

- Create as easy a disclosure process as possible while giving consumers additional information with the overall goal that the relationship between both parties will be on stronger ground with full understanding of finances needed to be in positive standing at a rental long term.



What Ordinance Provides

“120.03 Disclosure of Residential Rental Fees and Costs

(A) *Required Disclosures.* Landlords or property owners of residential properties shall include a clear and comprehensive disclosure of all fees and costs that are likely be charged to the tenant by the landlord or property owner prior to any required payment for rental application review or background check or prior to furnishing the lease if the landlord has not earlier required payment for rental application review or background checks. This includes, but is not limited to:

1. Application and Background Check Fees: Fees landlords require to process rental applications or perform background checks, if any. Explanation whether rental application fee is for the housing unit or assessed against all adult tenants is required.
2. Rent: The base monthly rent amount.
3. Security Deposit: The amount required as a security deposit.
4. Maintenance Fees: Costs for regular monthly or periodic maintenance that may be charged to the tenant.
5. Utility Costs: Charges for utilities such as water, electricity, gas, internet, or trash collection the tenant pays to the landlord. This does not include costs associated with utilities in the name of the tenant.
6. Pet Fees: Any fees, costs, or deposits associated with keeping pets on the property.
7. Parking Fees: Charges for parking spaces or permits, if applicable.
8. Late Fees: The fees imposed for late rent payments including any grace periods, charges schedules, or escalating fee policies.
9. Administrative, Leasing, or Miscellaneous Fees: Any other fees imposed on a tenant related to the administration of the lease or for other purposes not listed above.

(A) *Clear and Prominent Disclosure of All Rental Costs are Required.*

1. All fees and costs must be disclosed clearly and in a manner that is easily accessible, visible, and understandable to potential tenants. Fees must be itemized and presented separately from the base rent amount and shall be accompanied by a description of the service(s) associated with each fee.
2. In online listings, this disclosure shall be presented on the same page as the listing details.
3. In print advertisements, this disclosure should be included in the body of the advertisement or in a clearly visible section.
4. If there is a leasing office onsite, this information shall be displayed along with any required business licenses or permits.
5. A copy of the list shall be attached to all paper rental applications.
6. In any lease agreement or contract, this disclosure shall be included in a separate section within the body of the contract or attached as an exhibit or appendix to the contract.

- Enforcement- Intent would be for the same mechanism as the CAP ordinance following penalty section 10.99 general penalty with other code enforcement



City of Fayetteville Strategic Goal Alignment

- **City Plan 2024:** We will create opportunities for attainable housing
- **Economic Vitality Plan:**
 - Community Development, Goal 2 Neighborhood Center Advancement Plan, Page 48
 - Reduce housing cost burdens for residents making under 120% of Fayetteville's Area Median Income (AMI)
 - Economic Mobility
 - Table 1 pg 12. 1a Support targeted policies and programs that build financial and social capital for Black, Latinx, and Asian residents; women, and low income individuals and families



It took us 6 to 9 months on a waitlist to get an affordable apartment, we want to buy but it feels almost impossible.



This financial strain limits their ability to afford other basic needs and increases the risk of displacement as housing costs continue to rise.



Questions?





City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-231

TRUTH IN LEASING (ORDINANCE):

AN ORDINANCE TO ENACT § 120.03 TRUTH IN LEASING; DISCLOSURE OF RENTAL FEES AND COSTS FOR LEASED RESIDENTIAL PROPERTIES IN THE CITY OF FAYETTEVILLE

WHEREAS, potential tenants often make housing decisions based on advertised rent prices but may not be fully aware of additional, often hidden, fees and costs that could significantly affect their ability to afford and maintain rental housing and can lead to confusion, financial hardship, and the potential for deceptive practices that harm Fayetteville residents; and

WHEREAS, clear and accurate disclosure of all fees and costs associated with rental properties allows prospective tenants to make informed, well-considered decisions and prevents vulnerable tenants, including low-income individuals and families, from being burdened by unexpected financial obligations; and

WHEREAS, providing a clear breakdown of costs ensures that tenants are better equipped to budget effectively and maintain housing stability, which can lead to lower tenant turnover rates; and

WHEREAS, by requiring the disclosure of all rental fees and costs in advertisements and listings, the city will support fair housing practices and enhance consumer protection for current and future tenants.

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 enacts § 120.03 – **Truth in Leasing; Disclosure of Rental Fees and Costs** as follows:

“120.03 - Truth in Leasing; Disclosure of Residential Rental Fees and Costs

(A) *Required Disclosures.* Landlords or property owners of residential properties shall include a clear and comprehensive disclosure of all fees and costs that are or could be charged to the tenant by the landlord or property owner in any contract, advertisement or listing, whether physical or digital. This includes, but is not limited to:

1. Rent: The base monthly rent amount.
2. Security Deposit: The amount required as a security deposit.
3. Application and Background Check Fees: Fees required to process rental applications or perform

background checks.

4. Maintenance Fees: Costs for maintenance or repairs that may be charged to the tenant.
5. Utility Costs: Charges for utilities such as water, electricity, gas, internet, or trash collection the tenant pays to the landlord. This does not include costs associated with utilities in the name of the tenant.
6. Pet Fees: Any fees, costs, or deposits associated with keeping pets on the property.
7. Parking Fees: Charges for parking spaces or permits, if applicable.
8. Late Fees: The fees imposed for late rent payments including any grace periods, charges schedules, or escalating fee policies.
9. Administrative, Leasing, or Miscellaneous Fees: Any other fees imposed on a tenant related to the administration of the lease or for other purposes not listed above.

(B) *Clear and Prominent Disclosure Required.* All fees and costs must be disclosed clearly and in a manner that is easily accessible, visible, and understandable to potential tenants. Fees must be itemized and presented separately from the base rent amount and shall be accompanied by a description of the service(s) associated with each fee. In online listings, this disclosure shall be presented on the same page as the listing details, and in print advertisements, it should be included in the body of the advertisement or in a clearly visible section. If there is a leasing office onsite, this information shall be displayed along with any required business licenses or permits. A copy of the list shall be attached to all paper applications. In any lease agreement or contract, this disclosure shall be included in a separate section within the body of the contract or attached as an exhibit or appendix to the contract."



Received from City Attorney Kit Williams on 03/11/2025 at 2:48p.m.



DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

TO: **Mayor**
City Council
Kara Paxton, City Clerk Treasurer

CC: **Keith Macedo, Chief of Staff**

FROM: **Kit Williams, City Attorney**

DATE: **March 11, 2025**

RE: **Proposed Amendment of Disclosure of Rental Fees and Costs to require posting on landlord's or residential rental management company's web page all rental and recurring costs for a residential rental**

Council Member Berna has reported that some landlords or residential rental management companies have informed him that some large internet rental advertising companies may not allow all these potential rental costs/management fees on their web sites. However, some rental managers and landlords may have the ability to list all these costs on their own web site along with the other details of the possible residential rental. Therefore, Council Member Berna asked me to draft and amend to § 120.03 (B)(2) as follows:

"2. Landlords and rental management companies shall present all the detailed disclosures of potential fees and costs shown on (A) on their websites on the same page as the rental listing's other details. Landlords and rental management companies shall not be responsible for electronic media outside of their control."

I believe Council Member Berna may discuss this slight change of the Agenda Session.

Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

Good evening Mayor and City Council, my name is Mia Alansari and I live in Ward 3 and I am the Environmental Action and Sustainability Chair for the Fayetteville Youth Advisory Council.

If you have lived in Fayetteville, you have seen rental and housing prices have increased substantially. As representatives of the youth, we represent the ages of those who will soon be entering the housing market, so we feel this issue pertains strongly to us.

We feel that the City Council agenda item Disclosure of Rental Fees and Costs would be very beneficial as these hidden fees could greatly impact us on our housing search while finding something affordable and accessible. Hidden fees plague the housing market and make it inaccessible for renters in our community. As we go into the working world and learn how to budget, hidden fees could completely derail our budget and disincentivize us to stay in the City of Fayetteville.

At the March 10, 2025 Fayetteville Youth Advisory Council meeting, our council voted to forward a recommendation of approval for this agenda item to you all.

Thank you on the behalf of the Fayetteville Youth Advisory Council for your time and have a good evening.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Kit Williams, City Attorney
FROM:
SUBJECT: LEG TXT - ORD AMEND § 172 PARKING AND LOADING

RECOMMENDATION:

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

BACKGROUND:

The tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors.

The Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: City Attorney Memo (#3), Current Code (#4), Agenda Request (#5), City Attorney Memo - Remove from Table (#6), Amendments to Chapter 172 Recommended by Ordinance Review Committee - Strikethrough Version (#7), Council Member Berna - Proposed Ordinance Amendment (#8-1), Council Member Berna - Proposed Exhibit A Amendment (#8-2), Council Member Berna - Proposed Exhibit B Amendment (#8-3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-01107

CHAPTER 172 PARKING REQUIREMENTS (AMENDMENT):

AN ORDINANCE TO AMEND CHAPTER 172 PARKING AND LOADING OF THE UNIFIED DEVELOPMENT CODE TO REVISE THE CITY'S REGULATIONS RELATED TO RESIDENTIAL PARKING REQUIREMENTS, PARKING REDUCTIONS, AND PARKING LOT LOCATION STANDARDS, AND TO DECLARE AN EMERGENCY

WHEREAS, the tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors; and

WHEREAS, the Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 172.04 **Parking Lot Design Standards** by adding a new sentence to (D) so that it reads as follows:

“(D) *Compact Spaces*. A maximum of 35% of the total spaces may be compact spaces. Compact spaces are allowed for commercial uses only and may not be used for residential parking. Compact spaces shall be marked either by marking on the pavement or by separate marker.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.05 **Standards for the Number of Spaces by Use** and enacts a replacement § 172.05 as shown in Exhibit A attached hereto and made a part hereof:

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.06 **Parking Lot Location Standards** and enacts a replacement § 172.06 as shown in Exhibit B attached hereto and made a part hereof.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.11(B) and enacts a replacement § 172.11(B) as follows:

“(B) *Applicability*.

The following requirements shall apply to properties that require four (4) or less parking spaces. The regulations herein do not apply to motor vehicles located completely within or underneath garages or carports, nor to properties zoned Residential Agricultural."

Section 5: Emergency Clause: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because the Fire Department has expressed concern that the current parking reduction regulations are creating potentially unsafe conditions in neighborhoods in which large multifamily residential developments are pushing residents to park off site along narrow streets and enacting these amendments immediately is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Susan Norton**, Chief of Staff
Jonathan Curth, Development Services Director
Jessie Masters, Development Review Manager

FROM: **Kit Williams**, City Attorney

DATE: **December 19, 2024**

RE: **Proposed Amendment to the Reductions for Residential Use**

Council Members Teresa Turk and Mike Wiederkehr expressed their concerns that the *Unified Development Code* currently gives the developer the absolute right to substantially reduce what should be the minimum number of parking spaces to be created for its future tenants without regard for potential harm to its residential neighbors. § 172.05 (A)(2)(a)(i), (ii), and (iii) authorizes the developer to reduce the minimum spaces to be provided by more than one third. (Copy attached)

As was clearly revealed by the recent Lofts apartment complex proposal along Nelson Hackett and South Streets, established neighborhoods with smaller or narrower streets that limit parking coupled with many houses without driveways which are dependent upon on street parking places could be overwhelmed when more than a third of a large apartment complex's tenants must resort to taking all available on street parking places near the apartment complex.

The way the U.D.C. now reads, this 35% reduction in required residential parking spaces is a "by right" decision of the developer which even the City Council cannot override regardless of legitimate neighborhood concerns. Council Members Teresa Turk and Mike Wiederkehr want to change this to a normal variance which can be approved, rejected or modified by the Planning Commission depending on the actual, real world situation wherever the apartment complex is being proposed. The Planning Commission's decision on this variance could then be appealed for a final decision by the City Council.

Council Members Teresa Turk and Mike Wiederkehr who are sponsoring this proposed amendment to the "**Reductions for Residential Use**" subsection can further explain their reasons for sponsoring this ordinance (copy attached) in an attempt to better protect existing neighborhoods throughout Fayetteville.

(G) *Hillside/Hilltop Overlay District.*

- (1) *Separation of Parking Pads in Multi-Family, and Non-Residential Development.* Parking pads shall be separated by a minimum undisturbed area of 15 feet between parking pads. Streets and access drives are permitted to cross this undisturbed area.
 - (2) *Cut and Fill Slopes.* Parking pads should be encouraged to utilize cut slopes with retaining walls to minimize disturbance.
 - (3) *Maximum Number of Spaces per Parking Lot for Multi-Family and Non-Residential Uses.* Parking pads shall have a maximum of thirty (30) spaces per pad.
 - (4) *Parking Lot Location.* Parking lots shall be set back with a minimum of 35 feet of undisturbed area required adjacent to the street right-of-way.
 - (5) *Multi-Family and Non-Residential Uses.* Developers of multi-family and non-residential uses in the Hillside Overlay District are encouraged to refer to the Hillside Best Management Practices Manual for guidance and direction in the design of their project.
- (Ord. No. 4725, 7-19-05; Ord. No. 4855, 4-18-06; Ord. No. 4917, 9-05-06; Ord. No. 5044, 8-07-07; Ord. No. 5079, 11-20-07; Ord. No. 5297, 12-15-09; Ord. No. 5592, 06-18-13; Ord. No. 5680, 4-15-14; Ord. No. 5841, §§1—3, 1-5-16; Ord. No. 5859, §2, 3-15-16; Ord. No. 6325, §1, 6-16-2020; Ord. No. 6350, §9(Exh. G), 8-18-2020)

172.05 Standards For The Number Of Spaces By Use(A) *Required Parking.**Current code*

- (1) *Non-Residential Use.* There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.
- (2) *Residential.* The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.
 - (a) *Reductions for Residential Use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:
 - (i) *Transit Stops.* Properties located within a ¼ mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to 15%.

- (ii) *Motorcycle and Scooter Spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one (1) motorcycle/scooter space for one (1) automobile space.
- (iii) *Bike Racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one (1) automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
- (iv) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.
- (3) *Maximum Number Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:
 - (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

AGENDA REQUEST FORM

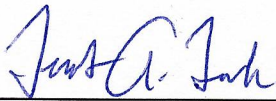
FOR: Council Meeting of January 7, 2025

FROM: Council Members Mike Wiederkehr and Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

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

APPROVED FOR AGENDA:



Teresa Turk
City Council Member

12/17/24

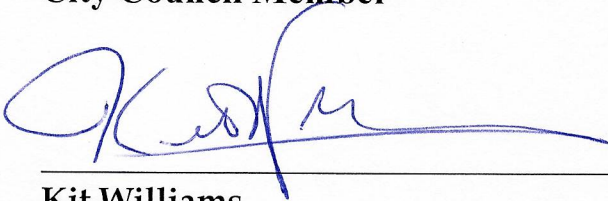
Date



Mike Wiederkehr
City Council Member

12-17-24

Date



Kit Williams
Approved as to form

December 17, 2024

Date



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
Jonathan Curth, Development Services Director
Britin Bostick, Long Range Planning

FROM: Kit Williams, City Attorney

DATE: April 3, 2025

**RE: Ordinance Review Committee Recommends Approval of an Amendment
of the Allowed Reduction of Minimum Residential Parking Spaces**

On January 7, 2025, Council Member Teresa Turk and Mike Wiederkehr sponsored and brought to the City Council a proposal to amend § 172.05 for the required parking for residential developments. As you remember, this proposed amendment brought such extensive conversation and discussion by the City Council that it was tabled to allow the ordinance to be worked on by the Ordinance Review Committee. The Ordinance Review Committee had several informative, thoughtful and effective meetings in which the committee, working with Long Range Planner Britin Bostick, thoroughly considered how to address fire safety issues and neighborhood concerns while still allowing reasonable parking reductions from required minimums.

We need to thank Fayetteville Fire Marshall Jeremy Ashley for explaining why some too large reductions from the minimum numbers of parking space requirements could endanger emergency responses especially by firetrucks to large apartment buildings and neighboring structures. Fire Marshall Ashley explained that the immediate area near any new proposed apartment building should be considered to determine how much on street parking can safely be utilized. If an existing large apartment building has already been allowed to build

substantially less than the minimum parking spaces for its tenants because these overflow tenants could park on nearby streets, a later constructed apartment building nearby should not receive such large reductions in required parking because most on street parking spaces will have already been used and occupied.

Therefore, the Ordinance Review Committee decided a revision of the *Residential Parking Requirements* should include an analysis of "abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments ... capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety...." {proposed § 172.05 (B)(1) (attached)}

The proposed parking reductions no longer rely upon counting bike racks, compact parking spaces (not very usable in a parking deck), motorcycle spaces, or having a bus stoop within a quarter mile to reduce required parking. Instead, reduction could rely both upon the real-life parking analysis of the area as well the size of the apartment building. Fire Marshal Ashley pointed out that access problems for emergency services were most often tied to large apartment buildings where many more tenants have no on-site parking. Therefore, larger percent reductions of required parking should be allowed for smaller buildings than the largest apartment buildings.

The Zoning and Development Administrator will initially review the parking plan which if satisfactory will authorize from 10% to 20% reductions in required minimum parking spaces to be constructed. When and if the project is presented for review by the Planning Commission, no review of Zoning and Development Administrator's decision about the parking plan will necessarily be reviewed by the Planning Commission. The Planning Commission would actually have to vote to review such decision which would probably occur mainly for large apartment buildings in areas where on-street parking is already somewhat limited. Because the Planning Commission is empowered to review the parking plan's adequacy, the City Council would on appeal have the same review power. As City Attorney, I have encouraged the City Council to maintain its ultimate authority to decide important issues that could have large financial impacts.

However, the Ordinance Review Committee also recognized that developers desire to avoid delays and reduce uncertainty for their proposed developments. Therefore, the Committee also recommends that a "safe harbor" provision be included and offered as an option. This "safe harbor" provision provides that if the developer provides the initial minimum number of parking

spaces pursuant to Take 3 (one space per bedroom) without seeking any reductions, then no parking plan is needed and the adequacy of parking is not an issue for any review. Since the Table 3 minimum (maximum for commercial) is a legislative determination by the City Council, it should be upheld by the Courts because it has a rational basis (which is an easy test for us to pass). I am afraid that where reductions would be sought pursuant to the parking plans analysis, such decision might be deemed as an administrative rather than a legislative decision. If so, such an appeal would give little or no deference to the Planning Commission or City Council and instead be treated like a brand-new hearing. A developer could avoid that risk by not seeking optional parking reductions or other variances. That would totally be at the option of the developer.

Those are the major changes proposed by the Ordinance Review Committee. That Committee also requested an Emergency Clause be placed on this ordinance, so these changes needed for safer development would be used by development proposals not yet justified to use the old code's problematic reductions. If this ordinance is not quickly enacted, and immediately effective, we might see developers trying to push new developments into or through our development review process to try to develop under current code's problematic parking reduction rules.

Britin and I will be happy to answer any questions about this proposed *Unified Development Code* change to the possible reductions below the initial minimum parking requirements. Please call us at your convenience. The Ordinance Review Committee members will also be available to further explain the need for this change during the Agenda Session when we give public notice that the tabled ordinance shall be removed from the table on April 15 to be considered by the whole City Council. Attached is the two-page memo from the Fire Department discussing the need to amend the current ordinance.



Parking Requirements and Challenges for Multi-Family Housing in Fayetteville

Parking requirements for multi-family housing in Fayetteville are outlined in the City's Unified Development Code (UDC 172.05), which mandates one parking space per bedroom. However, the UDC currently allows developers to reduce parking by up to 35% as a matter of right, without requiring any assessment of the potential impact on the surrounding area (UDC 172.05(2)(a)). This significant reduction can create negative consequences, particularly in certain parts of the city, where it poses safety challenges for fire and police services, hinders access to new and existing structures, and complicates parking enforcement efforts.

The Fayetteville Fire Department (FFD) supports revising the UDC to ensure that parking exemptions are not automatically granted. Instead, we recommend requiring comprehensive evaluations before any exemptions are approved. These evaluations should include parking studies and emergency services safety assessments specific to the proposed development site.

Proposals for Consideration

1. Require Parking and Safety Evaluations Upon Initial Submittal

Parking ratios below the standard one parking spot per bedroom should be evaluated by multiple City divisions, including Parking, Transportation, Fire, and Police, before a reduction is allowed. These evaluations should consider factors such as street widths, existing parking enforcement issues, potential impacts on surrounding neighborhoods, density of existing buildings, and access issues. Conducting these assessments early in the development process can prevent delays while ensuring public safety and feasibility.

2. Place a Cap on Development Size for Parking Reductions

Under current rules, developments can utilize up to a 35% parking reduction if they meet all criteria, which many projects do. While a 10-bedroom project reduced to seven parking spaces may not cause significant issues, a 780-bedroom project reduced to 507 spaces would result in a shortfall of 273 spaces. To address this, projects with fewer than 40 bedrooms could be allowed reductions by right, while larger projects should go through a variance process or undergo required assessments.

3. Develop a Sliding Scale for Reduced Parking Ratios

A sliding scale for reduced parking ratios, based on the number of bedrooms, could help mitigate the impact of large-scale projects. For example, the reduction percentage could decrease as the number of bedrooms increases, as shown below:



CITY OF
FAYETTEVILLE
ARKANSAS



# of Bedrooms	Maximum Allowed Reduction	Parking Assessment Required
0–40	25%	YES
41–80	20%	YES
81–120	15%	YES
Over 120	10%	YES
Such a system would still require developers to meet conditions for reductions, such as proximity to transit stops or provision of alternative parking options.		

4. Create Parking Reduction Zones

An overlay map of Fayetteville could designate areas suitable for parking reductions and areas where such reductions would be problematic. This map would need to be regularly updated, as an area may be able to absorb one development with reductions but not multiple projects.

Current Challenges and Future Implications

Currently, four new college housing projects are planned within a few blocks of City Hall, adding to an area that has two existing college housing complexes and currently struggles with parking enforcement and access issues. When completed, these six projects are expected to provide nearly 4,000 beds for college students, potentially resulting in a parking shortfall of 1,100–1,300 spaces. This situation could create problems that persist for decades.

Enforcement is currently a challenge, primarily due to a lack of staff dedicated to parking enforcement. Fire, police, and parking management divisions do not have the necessary resources to address this issue effectively. To meet this need, any division tasked with enforcement would require a substantial budget increase. Consistent monitoring would be essential to ensure that fire access is not compromised.

Closing Statement

To address Fayetteville's growing development challenges and ensure sustainable growth, it is imperative that the City revises its parking regulations. By implementing proactive measures—such as requiring comprehensive parking and safety evaluations, capping development sizes, creating a sliding scale for parking reductions, and designating parking reduction zones—the City can balance growth with the safety, accessibility, and quality of life for its residents. With thoughtful planning, Fayetteville can support both its expanding population and the long-term safety needs of its community.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 172 **PARKING AND LOADING** OF THE UNIFIED DEVELOPMENT CODE TO REVISE THE CITY'S REGULATIONS RELATED TO RESIDENTIAL PARKING REQUIREMENTS, PARKING REDUCTIONS, AND PARKING LOT LOCATION STANDARDS, AND TO DECLARE AN EMERGENCY

WHEREAS, the tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors; and

WHEREAS, the Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 172.04 **Parking Lot Design Standards** by adding a new sentence to (D) so that it reads as follows:

“(D) *Compact Spaces*. A maximum of 35% of the total spaces may be compact spaces. Compact spaces are allowed for commercial uses only and may not be used for residential parking. Compact spaces shall be marked either by marking on the pavement or by separate marker.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.05 **Standards for the Number of Spaces by Use** and enacts a replacement § 172.05 as shown in Exhibit A attached hereto and made a part hereof:

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.06 **Parking Lot Location Standards** and enacts a replacement § 172.06 as shown in Exhibit B attached hereto and made a part hereof.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.11(B) and enacts a replacement § 172.11(B) as follows:

“(B) *Applicability*.

The following requirements shall apply to properties that require four (4) or less parking spaces. The regulations herein do not apply to motor vehicles located completely within or underneath garages or carports, nor to properties zoned Residential Agricultural.”

Section 5: Emergency Clause: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because the Fire Department has expressed concern that the current parking reduction regulations are creating potentially unsafe conditions in neighborhoods in which large multifamily residential developments are pushing

residents to park off site along narrow streets and enacting these amendments immediately is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

PASSED and **APPROVED** this 15th day of April, 2025.

APPROVED:

ATTEST:

By: _____
MOLLY A. RAWN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer

Exhibit A

172.05 Standards for the Number of Spaces by Use

- (A) *Non-Residential Parking Requirements.* There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces provided shall be limited to the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05(3). If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.
- (B) *Residential Parking Requirements.* The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.
 - (1) *Reductions for Residential Use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3. If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.
 - (a) Developments with 1-100 bedrooms may be allowed a maximum reduction of 20% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.

- (b) Developments with 101-250 bedrooms may be allowed a maximum reduction of 15% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (c) Developments with 251 or more bedrooms may be allowed a maximum reduction of 10% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (d) Multi-family and mixed-use developments that include multi-family along N. College Ave. and S. School Ave. within the Urban Corridor (UC) zoning district may be allowed an additional reduction of 10% of the total spaces required without being required to apply for consideration and approval by the Planning Commission.

(2) *Criteria for Consideration of Additional Reductions for Residential Use by the Planning Commission.* Applicants may request parking space reductions for residential use in addition to those listed in subsection 172.05(B)(1) subject to the requirements in subsection 156.03(C)(5). In reviewing the requested parking variance, the Planning Commission shall utilize the criteria in subsection 172.05(B)(1) to evaluate the request. The Planning Commission shall be limited to granting a maximum reduction of 10% additional spaces to the reductions permitted by that section.

(C) *Review of Parking Plan.* If an application for a residential use was approved for a reduction in required parking and the project is being considered by the Planning Commission, a Planning Commissioner may move that the Planning Commission review the decision by the Zoning and Development Administrator concerning the adequacy and correctness of the applicant's proposed parking plan pursuant to the factors in subsection 172.05(B)(1). If this motion passes, the Planning Commission may review and amend the Zoning and Development Administrator's decision.

(D) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements may be approved by the Zoning and Development Administrator if they meet the conditions below:

- (1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are allowed as a means to reduce the amount of parking required.
- (2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Zoning and Development Administrator.
- (3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.

(E) *Maximum Number of Parking Spaces Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the

maximum number of allowed spaces listed in Table 3 when the following standards are met:

- (1) Developments may increase the number of off-street parking spaces by up to 15% above the parking ratios listed in Table 3.
 - (2) Developments may increase the number of off-street parking spaces by up to an additional 10% when alternative stormwater treatment techniques are utilized, such as:
 - (a) Bioswales
 - (b) Constructed wetlands
 - (c) Pervious pavement
 - (d) Other such techniques that aid in improving water quality and quantity as approved by the City Engineer
 - (3) Developments may increase the number of off-street parking spaces by up to an additional 5% when one (1), 2-inch caliper tree for every ten (10) additional parking spaces is planted on-site in addition to all other landscaping requirements.
- (F) *Parking Ratio Calculation.* The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:
- (1) Rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (2) Rounded to the next lower whole number when the fraction is less than 0.5.
- (G) *On-Street Parking.* Each on-street parking space adjacent to a project frontage that complies with adopted fire code may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.
- (H) Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.

TABLE 3
PARKING RATIOS
(Use and Required Minimum and Maximum Spaces)
Residential

Residential Use Type	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed
Single-family	2 per dwelling unit	None
Duplex, triplex, or quadplex	2 per dwelling unit	4 per dwelling unit
Townhouse	2 per dwelling unit or one per bedroom, whichever is greater	1 per bedroom
Multi-family	1 per bedroom	1 per bedroom

Exhibit B

172.06 Parking Lot Location Standards

The location of all required and nonrequired parking lots with five (5) or more spaces shall meet the location requirements below. All conditional uses hereunder shall be granted by the Planning Commission in accordance with Chapter 163, governing applications of conditional uses; procedures.

(A) *Permitted Locations by Right.* Parking lots shall be located within the same zoning district and on the same site as the use they serve. Required parking lots for uses allowed by right within a zoning district are allowed as a use by right in the same zoning district.

(B) *Permitted Locations as a Conditional Use.*

- (1) Parking lots located within residential zones which serve uses in nonresidential zones may be allowed as a conditional use by the Planning Commission.
- (2) Parking lots for uses allowed as conditional uses within residential zones must also be approved as a conditional use. A conditional use for a parking lot may be approved at the same time the use is approved or may be approved separately if additional parking lots are developed later.

The Planning Commission shall make a finding based upon the size, scale, and location of these activities that the proposed parking lot will not adversely affect adjacent residential uses or the residential character of the neighborhood.

- (C) *Off-Site Locations.* If off-street parking cannot be provided on the same site as the principal use due to existing buildings or the shape of the parcel, parking lots may be located on other property not more than 600 feet distant from the principal use, subject to conditional use approval by the Planning Commission.
- (D) *Intermittent Parking.* Uses which generate only intermittent demand for parking may count available on-street parking within 600 feet of the building as part of required parking, subject to the approval of the Planning Commission.

172.04 Parking Lot Design Standards

(See: Illustration: Parking Dimension Factors)

- (A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping. Parking lots shall be designed so that parking and un-parking can occur without moving other vehicles, unless a valet service has been approved as part of the development plans. Vehicles shall exit the parking lot in a forward motion.
- (B) *Pedestrian Access.*
- (1) Pedestrian access shall be provided from the street to the entrance of the structure by way of designated pathway or sidewalk.
 - (2) Parking lots may be utilized by restaurants, cafes, and similar uses where pedestrian seating, access, or service does not interfere with safe and functional circulation. If a parking lot utilized for outdoor service is determined to represent a hazard to pedestrian or vehicular use, sites may be required to include an implied or physical barrier with landscaping elements, gated fencing, changes in ground surface texture, material or color, or similar treatments.
- (C) *Build-to Zone.* A portion of a required parking lot may be located within the build-to zone, subject to the following:
- (1) A parking lot located within the build-to zone shall be screened with a masonry screen wall between 32 inches and 42 inches in height and 50% opaque minimum.
 - (2) Parking lots that are located within the build-to zone shall comply with Chapter 177: Landscape Regulations, related to landscape setbacks.
 - (3) Off-site parking lots shall be prohibited from being located within the build-to zone.
 - (4) In urban zoning districts that specify urban form (i.e., a build-to zone) the intent is for drive-thru lanes, parking lot drive aisles, and parking spaces to be located to the side or rear of buildings. In urban zoning districts, a drive-thru lane, parking lot drive aisle, or parking spaces are not permitted to be located in the front yard directly between a building and the Master Street Plan right-of-way.
- (D) *Compact Spaces.* A maximum of 35% of the total spaces may be compact spaces. [Compact spaces are allowed for commercial uses only and may not be used for residential parking.](#) Compact spaces shall be marked either by marking on the pavement or by separate marker.
- (E) *Dimensional Requirements.* (See Table 1)

TABLE 1
DIMENSIONAL REQUIREMENTS

Angle (A)	Type	Width (in ft.) (B)	Curb length (in ft.) (C)	One-way aisle width (in ft.) (D)	Two-way aisle width (in ft.) (D)	Stall depth (in ft.) (E)
0°	Standard	8	22.5	12	24	8
Parallel	Compact	7.5	19.5	12	24	7.5
30°	Standard	9	18	12	24	17
	Compact	7.5	15	12	24	14
45°	Standard	9	12.5	12	24	19
	Compact	7.5	10.5	12	24	16
60°	Standard	9	10.5	18	24	20
	Compact	7.5	8.5	15	24	16.5

172.05 Standards For The Number Of Spaces By Use

(A) Non-Residential Parking Requirements~~Required Parking.~~

~~(1) Non-Residential Use.~~ There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces provided shall be limited based onto the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05(3). If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.~~The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.~~

~~(B)(2)~~ Residential Parking Requirements. The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.

~~(1a)~~ Reductions for Residential Use. Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3. If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.~~when the following standards are met:~~

- (a) Developments with 1-100 bedrooms may be allowed a maximum reduction of 20% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (b) Developments with 101-250 bedrooms may be allowed a maximum reduction of 15% of the total required spaces without being required to apply for automatic consideration and approval by the Planning Commission.
- (c) Developments with 251 or more bedrooms may be allowed a maximum reduction of 10% of the total required spaces without being required to apply for automatic consideration and approval by the Planning Commission.
- (d) Multi-family and mixed-use developments that include multi-family along N. College Ave. and S. School Ave. within the Urban Corridor (UC) zoning district may be allowed an additional reduction of 10% of the total spaces required without being required to apply for consideration and approval by the Planning Commission.

(2) Criteria for Consideration of Additional Reductions for Residential Use by the Planning Commission. Applicants may request parking space reductions for residential use in addition to those listed in

subsection 172.05(B)(1) subject to the requirements in subsection 156.03(C)(5). In reviewing the requested parking variance, the Planning Commission shall utilize the criteria in subsection 172.05(B) to evaluate the request. The Planning Commission shall be limited to granting a maximum reduction of 10% additional spaces to the reductions permitted by that section.

(C) *Review of Parking Plan.* If an application for a residential use was approved for a reduction in required parking and the project is being considered by the Planning Commission, a Planning Commissioner may move that the Planning Commission review the decision by the Zoning and Development Administrator concerning the adequacy and correctness of the applicant's proposed parking plan pursuant to the factors in subsection 172.05(B)(1). If this motion passes, the Planning Commission may review and amend the Zoning and Development Administrator's decision.

(D) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements may be approved by the Zoning and Development Administrator if they meet the conditions below:

(1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are allowed as a means to reduce the amount of parking required.

(2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Zoning and Development Administrator.

(3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.

~~(i) *Transit Stops.* Properties located within a ¼ mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to 15%.~~

~~(ii) *Motorcycle and Scooter Spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one (1) motorcycle/scooter space for one (1) automobile space.~~

~~(iii) *Bike Racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one (1) automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.~~

~~(iv) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.~~

~~(1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.~~

~~(2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.~~

~~(3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.~~

~~(E3) *Maximum Number of Parking Spaces Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the maximum number of allowed required spaces listed in Table 3 when the following standards are met:~~

~~(1a) Developments may increase the number of off-street parking spaces by up to 15% above the parking ratios listed in Table 3.~~

- (b2) Developments may increase the number of off-street parking spaces by up to an additional 10% when alternative stormwater treatment techniques are utilized, such as:
- (a) Bioswales
 - (b) Constructed wetlands
 - (c) Pervious pavement
 - (d) Other such techniques that aid in improving water quality and quantity as approved by the City Engineer
- (3e) Developments may increase the number of off-street parking spaces by up to an additional 5% when one (1), 2-inch caliper tree for every ten (10) additional parking spaces is planted on-site in addition to all other landscaping requirements.
- (F4) *Parking Ratio Calculation.* The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:
- (1a) Rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (2b) Rounded to the next lower whole number when the fraction is less than 0.5.
- (G) On-Street Parking. Each on-street parking space adjacent to a project frontage that complies with adopted fire code may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator. ~~(5) On-Street Parking. Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.~~
- ~~(6) Motorcycle and Scooter Parking. One (1) Motorcycle and scooter parking. In parking lots containing twenty-five (25) parking spaces or more, one (1) space for every twenty-five (25) parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.~~
- (H7) Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.

TABLE 3
PARKING RATIOS
(Use and Required Minimum and Maximum Spaces)

Residential

<u>Residential Use Type</u>	<u>Minimum Parking Spaces Required</u>	<u>Maximum Parking Spaces Allowed</u>
Single-family, duplex, triplex	2 per dwelling unit	<u>None</u>
<u>Duplex, triplex, or quadplex</u>	<u>2 per dwelling unit</u>	<u>4 per dwelling unit</u>
<u>Townhouse</u>	<u>2 per dwelling unit or one per bedroom, whichever is greater</u>	<u>1 per bedroom</u>
Multi-family or townhouse	1 per bedroom	<u>1 per bedroom</u>

172.06 Parking Lot Location Standards

The location of all required and nonrequired parking lots with five (5) or more spaces shall meet the location requirements below. All conditional uses hereunder shall be granted by the Planning Commission in accordance with Chapter 163, governing applications of conditional uses; procedures.

(A) *Permitted Locations by Right.* Parking lots shall be located within the same zoning district [and on the same site](#) as the use they serve. Required parking lots for uses allowed by right within a zoning district are allowed as a use by right in the same zoning district.

(B) *Permitted Locations as a Conditional Use.*

(1) Parking lots located within residential zones which serve uses in nonresidential zones may be allowed as a conditional use by the Planning Commission.

(2) Parking lots for uses allowed as conditional uses within residential zones must also be approved as a conditional use. A conditional use for a parking lot may be approved at the same time the use is approved or may be approved separately if additional parking lots are developed later.

The Planning Commission shall make a finding based upon the size, scale, and location of these activities that the proposed parking lot will not adversely affect adjacent residential uses or the residential character of the neighborhood.

(C) *Off-Site Locations.* If off-street parking cannot be provided on the same ~~site~~[lot](#) as the principal use due to existing buildings or the shape of the parcel, parking lots may be located on other property not more than 600 feet distant from the principal use, subject to conditional use approval by the Planning Commission.

(D) *Intermittent Parking.* Uses which generate only intermittent demand for parking, ~~such as churches,~~ may count available on-street parking within 600 feet of the building as part of required parking, subject to the approval of the Planning Commission.

172.11 Driveway And Parking Standards For Four (4) Or Less Parking Spaces

- (A) *Purpose.* The purpose of this ordinance section is to promote the public health, safety and general welfare, to prevent the adverse impacts associated with excess parking and over-occupancy of homes in single family districts, and to ensure that compatibility of land uses within single family districts remain intact.
- (B) *Applicability.* The following requirements shall apply to properties ~~within single family districts~~ that require four (4) or less parking spaces ~~and properties within all zoning districts that are utilized for a single family detached home requiring four (4) or less parking spaces~~. The regulations herein do not apply to motor vehicles located completely within or underneath garages or carports, nor to properties zoned Residential Agricultural.
- (C) *Maximum number of parking spaces permitted.* Unless otherwise permitted herein, a maximum of four (4) motor vehicles may be parked outdoors on a property containing a single family home(s) at any time, including driveways and other designated off-street parking areas. Parking for all other permitted uses shall conform to the Parking Ratio Table contained within this chapter.
- (D) *Use of Front Yard Area for a Driveway and Off-Street Parking.* Motor vehicles shall be parked in a driveway or off-street parking area that is clearly defined by pavement, a change in materials, edging, or other means. Driveways and off-street parking areas shall be limited to a maximum of 40% of the front yard area and shall meet the maintenance requirements as identified by this chapter.
- (E) *Parking of Non-Motorized Vehicles in Front Yard Area.* If parked within the front yard area of a property (including driveways), non-motorized recreational vehicles, trailers, and boats shall be counted toward the maximum total of four (4) motor vehicles permitted on the property.
- (F) *Off-Street Parking on City Street Right-of-Way.* The off-street parking of any motor vehicle, non-motorized recreational vehicle, boat or trailer shall be prohibited within the street right-of-way, which includes any sidewalk, greenspace or other area from the edge of the paved street through the width of the dedicated street right-of-way. On-street parking within properly designated areas of the street right-of-way may be permitted, in accordance with current traffic regulations.
- (G) *Driveway Standards.*
 - (1) *Driveway approach to property line.* The driveway approach shall extend to the property line and/or master street plan right-of-way from the paved street and shall be designed, permitted, and paved with concrete in accordance with §171.13 Sidewalk and Driveway Specifications.
 - (2) *Driveways Beyond the Property Line.* Driveways shall be paved from the property line and/or master street plan right-of-way with asphalt, concrete, brick or stone pavers, or other solid surface and shall extend 18 feet (length) into the property. To prevent vehicles from parking over the public sidewalk, garages and carports shall be positioned to provide at least 18 feet between the sidewalk or Master Street Plan right-of-way line and the garage or carport.
 - (3) *Driveways Beyond 18 Feet into the Property.* Driveways beyond 18 feet into the property may be paved or unpaved and shall be clearly defined by landscaping or edging.
 - (4) *Unpaved Streets.* These requirements are waived where the street to which the driveway connects is not paved.
- (H) *Driveway and Parking Area Maintenance Requirements.*
 - (1) *Paved.* Driveways and parking areas that are paved shall be maintained to prevent erosion onto adjacent properties and to prevent dirt, rock and other materials from entering the street.

-
- (2) *Unpaved.* Driveways and parking areas that are not paved shall be maintained to prevent erosion onto adjacent properties and to prevent dirt, rock and other materials from entering the street. Driveways and parking areas shall be constructed and maintained with adequate gravel, grasses, or other plants and/or landscaping materials to keep the area from becoming rutted, muddy and/or soil from being

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 172 **PARKING AND LOADING** OF THE UNIFIED DEVELOPMENT CODE TO REVISE THE CITY’S REGULATIONS RELATED TO RESIDENTIAL PARKING REQUIREMENTS, PARKING REDUCTIONS, AND PARKING LOT LOCATION STANDARDS, AND TO DECLARE AN EMERGENCY

WHEREAS, the tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors; and

WHEREAS, the Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 172.04 **Parking Lot Design Standards** by adding a new sentence to (D) so that it reads as follows:

“(D) *Compact Spaces*. A maximum of 35% of the total spaces may be compact spaces. Compact spaces are allowed for commercial uses only and may not be used for residential parking. Compact spaces shall be marked either by marking on the pavement or by separate marker.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.05 **Standards for the Number of Spaces by Use** and enacts a replacement § 172.05 as shown in Exhibit A attached hereto and made a part hereof:

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.06 **Parking Lot Location Standards** and enacts a replacement § 172.06 as shown in Exhibit B attached hereto and made a part hereof.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.11(B) and enacts a replacement § 172.11(B) as follows:

“(B) *Applicability*.

The following requirements shall apply to properties that require four (4) or less parking spaces. The regulations herein do not apply to motor vehicles located completely within or underneath garages or carports, nor to properties zoned Residential Agricultural.”

Section 5: Emergency Clause: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because the Fire Department has expressed concern that the current parking reduction regulations are creating potentially unsafe conditions in neighborhoods in which large multifamily residential developments are pushing

residents to park off site along narrow streets and enacting these amendments immediately is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

PASSED and **APPROVED** this 15th day of April, 2025.

APPROVED:

ATTEST:

By: _____
MOLLY A. RAWN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer

Exhibit A

172.05 Standards for the Number of Spaces by Use

(A) *Non-Residential Parking Requirements.* There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces provided shall be limited to the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05(3). The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.

(B) *Residential Parking Requirements.* The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.

(1) *Reductions for Residential Use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3. If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.

- (a) Developments with 1-50 bedrooms may be allowed a maximum reduction of 25% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (b) Developments with 51-100 bedrooms may be allowed a maximum reduction of 20% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (c) Developments with 101-250 bedrooms may be allowed a maximum reduction of 15% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (d) Developments with 251 or more bedrooms may be allowed a maximum reduction of 10% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.

- (e) Multi-family and mixed-use developments that include multi-family along N. College Ave. and S. School Ave. within the Urban Corridor (UC) zoning district may be allowed an additional reduction of 10% of the total spaces required without being required to apply for consideration and approval by the Planning Commission.

(2) *Criteria for Consideration of Additional Reductions for Residential Use by the Planning Commission.* Applicants may request parking space reductions for residential use in addition to those listed in subsection 172.05(B)(1) subject to the requirements in subsection 156.03(C)(5). In reviewing the requested parking variance, the Planning Commission shall utilize the criteria in subsection 172.05(B)(1) to evaluate the request, and may consider factors such as proximity to transit stops, provision of covered and secured storage for bicycles, and other means of alternative transportation. The Planning Commission shall be limited to granting a maximum reduction of 35% total or 4 spaces, whichever is greater, for developments described in sections 172.05(B)(1).

(C) *Review of Parking Plan.* If an application for a residential use was approved for a reduction in required parking and the project is being considered by the Planning Commission, a Planning Commissioner may move that the Planning Commission review the decision by the Zoning and Development Administrator concerning the adequacy and correctness of the applicant's proposed parking plan pursuant to the factors in subsection 172.05(B)(1). If this motion passes, the Planning Commission may review and amend the Zoning and Development Administrator's decision.

(D) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements may be approved by the Zoning and Development Administrator if they meet the conditions below:

- (1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are allowed as a means to reduce the amount of parking required.
- (2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Zoning and Development Administrator.
- (3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.

(E) *Maximum Number of Parking Spaces Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the maximum number of allowed spaces listed in Table 3 when the following standards are met:

- (1) Developments may increase the number of off-street parking spaces by up to 15% above the parking ratios listed in Table 3.

- (2) Developments may increase the number of off-street parking spaces by up to an additional 10% when alternative stormwater treatment techniques are utilized, such as:
- (a) Bioswales
 - (b) Constructed wetlands
 - (c) Pervious pavement
 - (d) Other such techniques that aid in improving water quality and quantity as approved by the City Engineer
- (3) Developments may increase the number of off-street parking spaces by up to an additional 5% when one (1), 2-inch caliper tree for every ten (10) additional parking spaces is planted on-site in addition to all other landscaping requirements.
- (F) *Parking Ratio Calculation.* The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:
- (1) Rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (2) Rounded to the next lower whole number when the fraction is less than 0.5.
- (G) *On-Street Parking.* Each on-street parking space adjacent to a project frontage that complies with adopted fire code may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.
- (H) Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.

TABLE 3
PARKING RATIOS
(Use and Required Minimum and Maximum Spaces)
Residential

Residential Use Type	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed
Single-family	2 per dwelling unit	None
Duplex, triplex, or quadplex	2 per dwelling unit	4 per dwelling unit
Townhouse	2 per dwelling unit or one per bedroom, whichever is greater	1 per bedroom
Multi-family	1 per bedroom	1 per bedroom

Exhibit B

172.06 Parking Lot Location Standards

The location of all required and nonrequired parking lots with five (5) or more spaces shall meet the location requirements below. All conditional uses hereunder shall be granted by the Planning Commission in accordance with Chapter 163, governing applications of conditional uses; procedures.

(A) *Permitted Locations by Right.* Parking lots shall be located within the same zoning district and on the same site as the use they serve. Required parking lots for uses allowed by right within a zoning district are allowed as a use by right in the same zoning district.

(B) *Permitted Locations as a Conditional Use.*

- (1) Parking lots located within residential zones which serve uses in nonresidential zones may be allowed as a conditional use by the Planning Commission.
- (2) Parking lots for uses allowed as conditional uses within residential zones must also be approved as a conditional use. A conditional use for a parking lot may be approved at the same time the use is approved or may be approved separately if additional parking lots are developed later.

The Planning Commission shall make a finding based upon the size, scale, and location of these activities that the proposed parking lot will not adversely affect adjacent residential uses or the residential character of the neighborhood.

- (C) *Off-Site Locations.* If off-street parking cannot be provided on the same site as the principal use due to existing buildings or the shape of the parcel, parking lots may be located on other property not more than 600 feet distant from the principal use, subject to conditional use approval by the Planning Commission.
- (D) *Intermittent Parking.* Uses which generate only intermittent demand for parking may count available on-street parking within 600 feet of the building as part of required parking, subject to the approval of the Planning Commission.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **REZONING-2025-0009: (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638):**

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 just north of the Fulbright Expressway at the southwest corner of Razorback Road and Cato Springs Road. The property received its current zoning designation of NS-L, Neighborhood Services-Limited, through a staff-initiated rezoning associated with the implementation of the Fayette Junction Master Plan in 2011 (RZN 11-3892). A previous rezoning request at this property was denied in 2022 by City Council (RZN-2022-000001), with the Council citing development difficulties due to the terrain of the property. The property is currently undeveloped and lies within the Hillside-Hilltop Overlay District. Most land to the west lies within a conservation easement.

Request: The request is to rezone the subject property from NS-L, Neighborhood Services-Limited, to CS, Community Services, and R-A, Residential-Agricultural. No development plans have been shared with this application, but the applicant originally requested to rezone the entire property to RMF-24, indicating an intent to develop multi-family residential.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: Staff finds the proposed zoning to be partially compatible with the existing nearby land uses. The CS zoning district is intended to encourage mixed-use development that is urban in form. The property was rezoned to NS-L in 2011 with staff noting that the property would be difficult if not impossible to develop with multi-family dwellings given the physical limitations of the property and the parking and land area per dwelling requirements associated with that use. However, other properties in the area have been rezoned to districts that allow multi-family dwellings by-right, including CS. Given the emerging development pattern in the area, staff finds that a rezoning to CS would be largely compatible with surrounding land uses and zoning. The form-based nature of the zoning district and the regulations tied to the Hillside-Hilltop Overlay District along with the topographical challenges of the site will naturally limit the impact of any future development on the property. The parcel zoned R-A, which would be used as tree preservation area, would complement the existing natural area to the west.

Land Use Plan Analysis: The proposed zoning is consistent with the Future Land Use Map designation of this property as a Residential Neighborhood Area. The property was previously identified as a Natural Area in City Plan 2025, so the updated designation reflects a desire for residential development on this site. Rezoning one parcel to CS would allow for a greater variety of residential and commercial uses and densities that are pedestrian oriented and will be naturally limited by the physical constraints of the site. Staff finds that rezoning to CS could support Goal 6 of City Plan 2040 by creating an opportunity to develop more housing.

Conversely, one of the goals identified in the Fayette Junction Master Plan is to integrate the built and natural environment. One component of that goal is to preserve the hillside gateway near the intersection of Razorback Road and the Fulbright Expressway. As noted in the plan, the hillside reflects the natural beauty of the Ozarks, and preservation of it would symbolize the City's commitment to sustainability and the attention to the balance between preservation and development. Since the hillside that the subject property is located on is largely protected by a conservation easement, staff finds that the rezoning request would still be consistent with this goal.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between 4 and 6 for this site. The following elements of the matrix contribute to this score:

- Adequate Fire Response (Station #9, 990 S. Hollywood Ave.)
- Near Sewer Main (8-inch main W. Cato Springs Rd.)
- Near Water Main (8-inch main S. Razorback Rd.)
- Near City Park (Town Branch Trail Corridor)
- Near Paved Trail (Cato Springs Trail, Town Branch Trail)
- Within Master Plan Area (Fayette Junction Neighborhood Plan)

DISCUSSION:

At the March 25, 2025 Planning Commission meeting, a vote of 7-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Garlock was opposed, citing concerns with tree preservation and the steep topography of the site. Commissioners in favor offered little other comment. 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 #: 2025-429

REZONING-2025-0009: (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-09 FOR APPROXIMATELY 5.9 ACRES LOCATED AT SOUTH RAZORBACK ROAD AND SOUTH ASHWOOD AVENUE IN WARD 1 FROM NS-L, NEIGHBORHOOD SERVICES-LIMITED TO R-A, RESIDENTIAL-AGRICULTURAL, AND 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 NS-L, Neighborhood Services-Limited to R-A, Residential-Agricultural, and 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

2025-429

Item ID

4/15/2025

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

Jonathan Curth

3/28/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0009: Rezoning (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638): Submitted by WATKINS, BOYER, GRAY & CURRY for property located at S. RAZORBACK RD & S. ASHWOOD AVE. in WARD 1. The property is zoned NS-L, NEIGHBORHOOD SERVICES - LIMITED and contains approximately 5.9 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL, and 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:

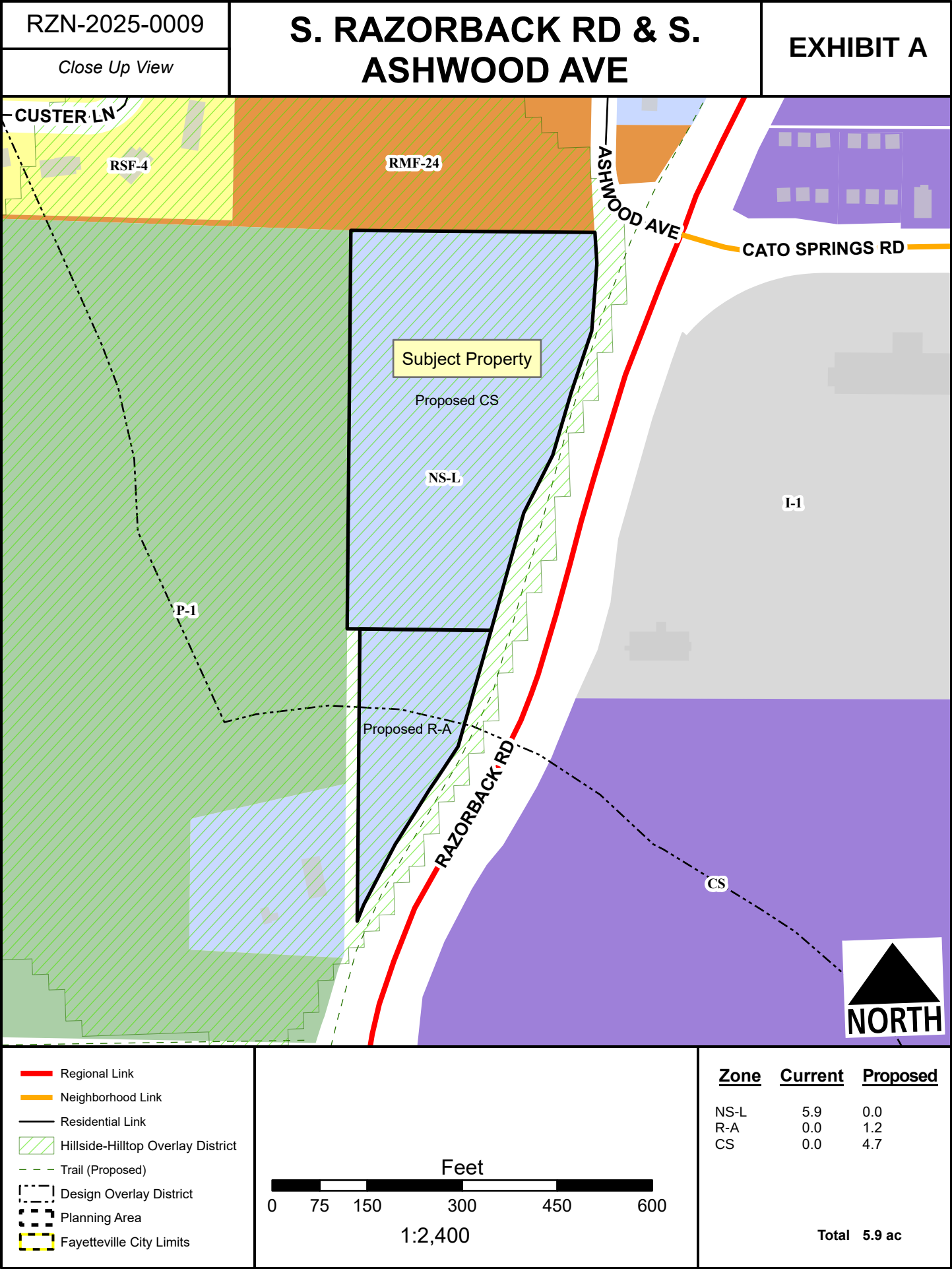
Previous Ordinance or Resolution #

Change Order Number:

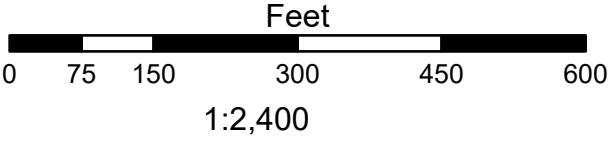
Approval Date:

Original Contract Number:

Comments:



- Regional Link
- Neighborhood Link
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
NS-L	5.9	0.0
R-A	0.0	1.2
CS	0.0	4.7
Total		5.9 ac

EXHIBIT B

Legal Description

Portion to be Rezoned to CS—Community Services:

Washington County Parcel No. 765-15399-000:

A part of the Northwest Quarter, Northeast Quarter of Section 29, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of said 40 acre tract, thence South 89 degrees 59 minutes 37 seconds East 453.26 feet, to the centerline of Ashwood Avenue, thence South 45 degrees 00 minutes 06 seconds East 124.95 feet to the centerline of State Highway 265, thence South 45 degrees 41 minutes 05 seconds West 74.91 feet, thence South 27 degrees 20 minutes 20 seconds West 142.95 feet, thence South 15 degrees 17 minutes 04 seconds West 416.87 feet, thence South 19 degrees 38 minutes 47 seconds West 126.22 feet, thence South 27 degrees 37 minutes 30 seconds West 152.79 feet, thence South 31 degrees 41 minutes 25 seconds West 250.95 feet thence South 28 degrees 43 minutes 11 seconds West 140.17 feet, thence leaving said centerline North 1260.56 feet to the point of beginning, containing 8.62 acres, more or less. Subject to the right of way of Ashwood Avenue and Highway 265 on the East side. Also subject to any easements of record. LESS AND EXCEPT, Part of Lots 7 through 11, Block 2 of Broad Acres Subdivision, being a part of the North Half of the Northeast Quarter of Section 29 and part of the Northwest Quarter of the Northeast Quarter of Section 29, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Starting at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 29; thence South 87 degrees 28 minutes 27 seconds East along the North line thereof a distance of 384.90 feet to a point on the Northwesterly proposed right of way line of relocated State Highway 265 for the point of beginning; thence continue South 87 degrees 28 minutes 27 seconds East along the North line of the Northwest Quarter of the Northeast Quarter of Section 29 a distance of 38.31 feet to a point on the Southwesterly existing right of way line of Ashwood Avenue; thence in a Southeasterly direction along said existing right of way line along a curve to the left having a radius of 164.84 feet a distance of 1.44 feet to a point; thence South 41 degrees 49 minutes 57 seconds East along said existing right of way line a distance of 100.54 feet to a point on the Northwesterly existing right of way line of State Highway 265; thence in a Southwesterly direction along said existing right of way line on a curve to the left having a radius of 378.75 feet a distance of 218.01 feet to a point; thence South 17 degrees 19 minutes 40 seconds West along said existing right of way line a distance of 385.45 feet to a point; thence in a Southerly direction along said existing right of way line on a curve to the right having a radius of 1001.74 feet a distance of 299.22 feet to a point; thence South 34 degrees 26 minutes 32 seconds West along said existing right of way line a distance of 276.15 feet to a point on the West line of Lot 7, Block 2, Broad Acres Subdivision; thence North 02 degrees 31 minutes 05 seconds East along said West line a distance of 47.15 feet to a point on the Northwesterly proposed right of way line of State Highway 265; thence North 23 degrees 32 minutes 05 seconds East along said proposed right of way line a distance of 27.63 feet to a point; thence North 29 degrees 32 minutes 05 seconds East along said proposed right of way line a distance of 108.33 feet to a point; thence North 34 degrees 07 minutes 01 seconds East along said proposed right of way line a distance of 101.07 feet to a point; thence North 35 degrees 29 minutes 24 seconds East along said proposed right of way line a distance of 82.17 feet to a point; thence North 17 degrees 52 minutes 46 seconds East along said proposed right of way line a distance of 204.94 feet to a point; thence North 17 degrees 19 minutes 40 seconds East along said proposed right of way line a distance of 177.48 feet to a point; thence North 28 degrees 37 minutes 18 seconds East along said proposed right of way line a distance of 102.18 feet to a point; thence North 18 degrees 28 minutes 50 seconds East along said proposed right of way line a distance of 102.61 feet to a point; thence North 20 degrees 28 minutes 50 seconds East along said proposed right of way line a distance of 102.61 feet to a point; thence North 06 degrees 15 minutes 51 seconds East along said proposed right of way line a distance of 107.41 feet to a point; thence North 1 degree 29 minutes 24

EXHIBIT B

seconds West along said proposed right of way line a distance of 48.57 feet to the point of beginning and containing 1.27 acres, more or less.

LESS AND EXCEPT:

Any portion of the foregoing lying within the following description:

Lots Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), all in Block Two (2) of Broad Acres Subdivision, as per plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Portion to be Rezoned to R-A—Residential Agricultural:

Washington County Parcel No. 765-03019-000:

Lots Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), all in Block Two (2) of Broad Acres Subdivision, as per plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to existing rights of way and easements of record.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: March 24, 2025 **Updated with final results**

SUBJECT: **RZN-2025-0009: Rezoning (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638):** Submitted by WATKINS, BOYER, GRAY & CURRY for property located at S. RAZORBACK RD & S. ASHWOOD AVE. The property is zoned NS-L, NEIGHBORHOOD SERVICES - LIMITED and contains approximately 5.9 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL, and CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0009** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:

"I move to forward **RZN-2025-0009** to the City Council with a recommendation of approval."

BACKGROUND:

The subject property is located just north of the Fulbright Expressway at the southwest corner of Razorback Road and Cato Springs Road. The property received its current zoning designation of NS-L, Neighborhood Services-Limited, through a staff-initiated rezoning associated with the implementation of the Fayette Junction Master Plan in 2011 (RZN 11-3892). A previous rezoning request at this property was denied in 2022 by City Council (RZN-2022-000001), with the Council citing development difficulties due to the terrain of the property. The property is currently undeveloped and lies within the Hillside-Hilltop Overlay District. Most land to the west lies within a conservation easement. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Natural Area	RMF-24, Residential Multi-family - 24 Units per Acre
South	Natural Area	CS, Community Services
East	Professional Offices	I-1, Heavy Commercial and Light Industrial; CS, Community Services
West	Natural Area	P-1, Institutional

Request: The request is to rezone the subject property from NS-L, Neighborhood Services-Limited, to CS, Community Services, and R-A, Residential-Agricultural. No development plans have been shared with this application, but the applicant originally requested to rezone the entire property to RMF-24, indicating an intent to develop multi-family residential.

Public Comment: Staff has not received any public comment regarding this request.

INFRASTRUCTURE:

Streets: The subject area has frontage along S. Razorback Road. Razorback Road is a fully improved Regional Link street with asphalt paving, sidewalk, and curb and gutter. Any street improvements required in these areas will be determined at the time of development proposal.

Water: Public water is available to the subject area. An existing eight-inch main is present along the east side of Razorback Road.

Sewer: Sanitary sewer is available to the subject property. There is an existing eight-inch sewer main on the east side of South Razorback Road at the northeast corner of the property. Due to the location of the existing sewer within the intersection of S. Razorback Road and W. Cato Springs Road a sewer main extension may be required to extend the sewer across South Razorback Road onto the subject property.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 2,400 linear feet downstream of this property.

Drainage: No portion of the property lies within a FEMA designated floodplain and no protected streams or hydric soils are present. The entire property lies within the Hillside-Hilltop Overlay District, which will place additional restrictions on any future 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. Any additional improvements or requirements for drainage will be determined at the time of development.

Fire: Station 9, located at 2250 S. School Avenue, protects this site. The property is located approximately 1.1 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. The 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 express any concerns with this request.

Tree Preservation:

The proposed zoning districts of CS, Community Services, and R-A, Residential-Agricultural require **20% and 25% minimum canopy preservation** respectively. The current zoning district of NS-L, Neighborhood Services-Limited, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as a **Residential Neighborhood Area**. The property is also within the **Fayette Junction 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 **Fayette Junction Master Plan** is the City's second complete neighborhood plan, adopted in the Spring of 2009, as part of City Plan 2025. The plan aims to integrate the built and natural environment to support a clean tech cluster, a multi-modal transit hub, and support the protection of, and expansion to, the neighborhoods within the Fayette Junction area.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between **4 and 6** for this site, with a weighted score of **6** at the highest level. The following elements of the matrix contribute to this score:

- Adequate Fire Response (Station #9, 990 S. Hollywood Ave.)
- Near Sewer Main (8-inch main W. Cato Springs Rd.)
- Near Water Main (8-inch main S. Razorback Rd.)
- Near City Park (Town Branch Trail Corridor)
- Near Paved Trail (Cato Springs Trail, Town Branch Trail)
- Within Master Plan Area (Fayette Junction Neighborhood 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 to be partially compatible with the existing nearby land uses. The CS zoning district is intended to encourage mixed-use development that is urban in form. The property was rezoned to NS-L in 2011 with staff noting that the property would be difficult if not impossible to develop with multi-family dwellings given the physical limitations of the property and the parking and land area per dwelling requirements associated with that use. However, other properties in the area have been rezoned to districts that allow multi-family dwellings by-right, including CS. Given the emerging development pattern in the area, staff finds that a rezoning to CS would be largely compatible with surrounding land uses and zoning. The form-based nature of the zoning district and the regulations tied to the Hillside-Hilltop Overlay District along with the topographical challenges of the site will naturally limit the impact of any future development on the property. The parcel zoned R-A, which would be used as tree preservation area, would complement the existing natural area to the west.

Land Use Plan Analysis: The proposed zoning is consistent with the Future Land Use Map designation of this property as a Residential Neighborhood Area. The property was previously identified as a Natural Area in City Plan 2025, so the updated designation reflects a desire for residential

development on this site. Rezoning one parcel to CS would allow for a greater variety of residential and commercial uses and densities that are pedestrian oriented and will be naturally limited by the physical constraints of the site. Staff finds that rezoning to CS could support Goal 6 of City Plan 2040 by creating an opportunity to develop more housing.

Conversely, one of the goals identified in the Fayette Junction Master Plan is to integrate the built and natural environment. One component of that goal is to preserve the hillside gateway near the intersection of Razorback Road and the Fulbright Expressway. As noted in the plan, the hillside reflects the natural beauty of the Ozarks, and preservation of it would symbolize the City's commitment to sustainability and the attention to the balance between preservation and development. Since the hillside that the subject property is located on is largely protected by a conservation easement, staff finds that the rezoning request would still be consistent with this goal.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff believes that there is sufficient justification for rezoning the property to a mix of CS and R-A. Rezoning a parcel to CS would allow for an extension of the current residential development pattern in the area to the north, and rezoning the other parcel to R-A would allow for continued protection of the natural environment.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning to CS will likely lead to increased traffic along Razorback Road which is classified as a Regional Link street. However, given the physical constraints of the site, any impact is likely to be limited. Since no development proposal was submitted with this request, staff will identify and mitigate any traffic concerns at the time of development review.

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: Staff finds that the proposal would likely result in an increased demand for public services. With immediate access to water and sanitary sewer nearby, staff does not anticipate a need for lengthy main extensions that may pose a heightened maintenance issue in the future.

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-2025-0009 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>March 24, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Castin	with a recommendation of approval				
Second: Cabe					
Vote: 7-1-0 (Garlock opposed)					

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.03 – R-A, Residential-Agricultural
 - §161.18 – Neighborhood Services - Limited
 - §161.22 – Community Services
- Request Letter
- Fayette Junction Illustrated Master Plan
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

- (A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

- (B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

- (C) *Density.*

Units per acre	One-half (½)
----------------	--------------

- (D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

- (E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

- (F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

- (G) *Building area.* None.

161.18 NS-L, Neighborhood Services - Limited

(A) *Purpose.* The NS-L Neighborhood Services - Limited district is designed to serve as a mixed-use area of low intensity. Neighborhood Services 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 (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited 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
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 15	Neighborhood 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.*

Units per acre	Ten (10) or less
----------------	------------------

(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2)family	35 feet
Three or more	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 of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	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 60% of the total area of the 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 18	Gasoline service stations and drive-in/drive through restaurants
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.

**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW



WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

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

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

March 3, 2025

City of Fayetteville
Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

**RE: Rezoning Parcel Nos. 765-15399-000 & 765-03019-000 from NS-L—
Neighborhood Services, Limited, to Mix of CS—Community Services and
R-A—Residential Agricultural**

Dear Planning Staff:

My name is Will Kellstrom, and I have been retained to obtain a rezoning of the aforementioned properties. The applicant is requesting that the property, Parcel Nos. 765-15399-000 and 765-03019-000 (hereinafter "the Property"), be rezoned from NS-L— Neighborhood Services, Limited, to a mixture of CS, Community Services, and R-A, Residential Agricultural.

The proposed rezoning will not unreasonably adversely conflict or affect the surrounding land uses. Currently, the Property is bordered by RMF-24 to the North, I-1 to the East, P-1 to the West, and CS to the South and East. RMF-24 is a moderate to high density residential zoning and CS is a moderate to high density form-based mixed use zoning with no residential density cap. P-1 and I-1 are for institutional uses and industrial uses, respectively. Accordingly, the subject property does not abut any single family or other zones which it may adversely conflict with. Furthermore, the property is located on Razorback Road, which is a major arterial roadway, and is nearby to Interstate 49. Accordingly, a rezone to CS would not adversely affect any adjacent land uses.

After further discussions with staff, the decision was made to amend the original request of RMF-24 to a mix of CS and R-A, as indicated above. The change to CS was made due to staff's desire to see the Property zoned to a form-based code that allowed for a mix of uses. The decision to preserve a portion of the Property with an R-A zoning was to create more compatibility with the preserved City-owned land to the West.

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:



FAYETTE JUNCTION
ILLUSTRATIVE MASTER PLAN
FAYETTEVILLE, ARKANSAS

SEPTEMBER 2008
ADOPTED BY RESOLUTION NO. 95-09
APRIL 21, 2009

- Proposed Parking Structure
- Existing Building
- Proposed Building
- Existing Civic Building
- Study Area Boundary
- ARTP Master Plan Roads

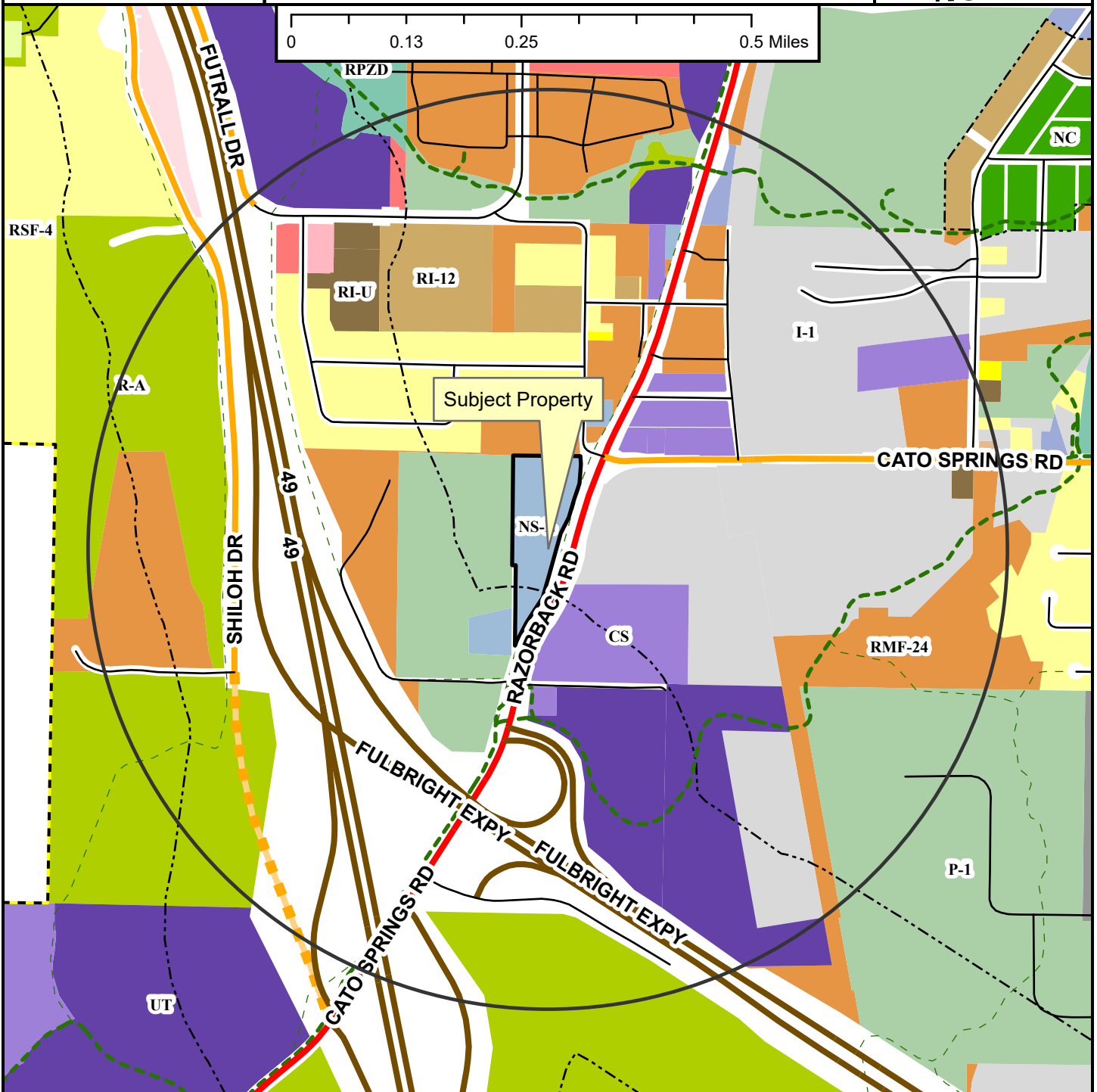
RZN-2025-0009

One Mile View

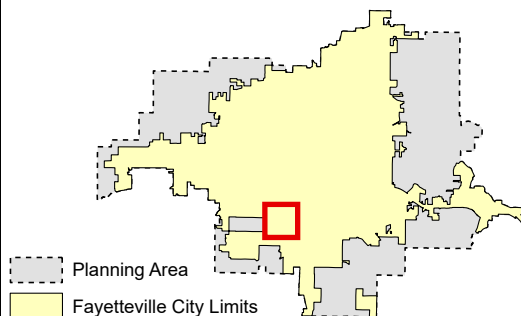
S. RAZORBACK RD & S. ASHWOOD AVE



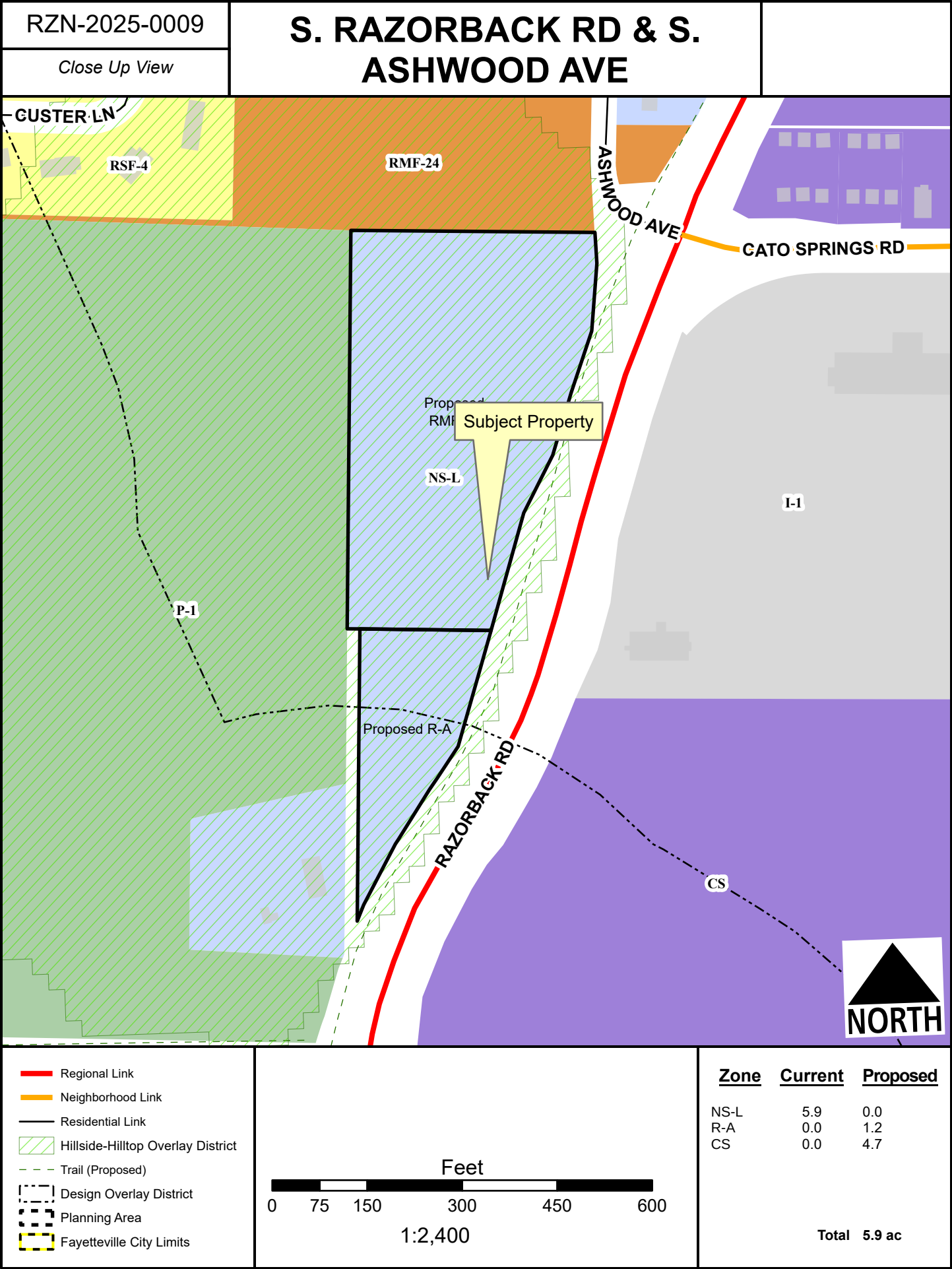
0 0.13 0.25 0.5 Miles



- Regional Link
- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood 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
- 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-2025-0009

Close Up View

S. RAZORBACK RD & S. ASHWOOD AVE

GUSTER LN

RSF-4

RMF-24

ASHWOOD AVE

CATO SPRINGS RD

Proposed RMF-24

Subject Property

NS-L

I-1

P-1

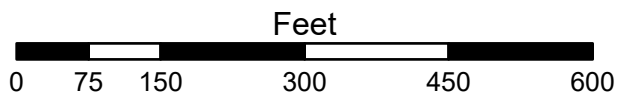
Proposed R-A

RAZORBACK RD

CS



- Regional Link
- Neighborhood Link
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits



1:2,400

Zone	Current	Proposed
NS-L	5.9	0.0
R-A	0.0	1.2
CS	0.0	4.7

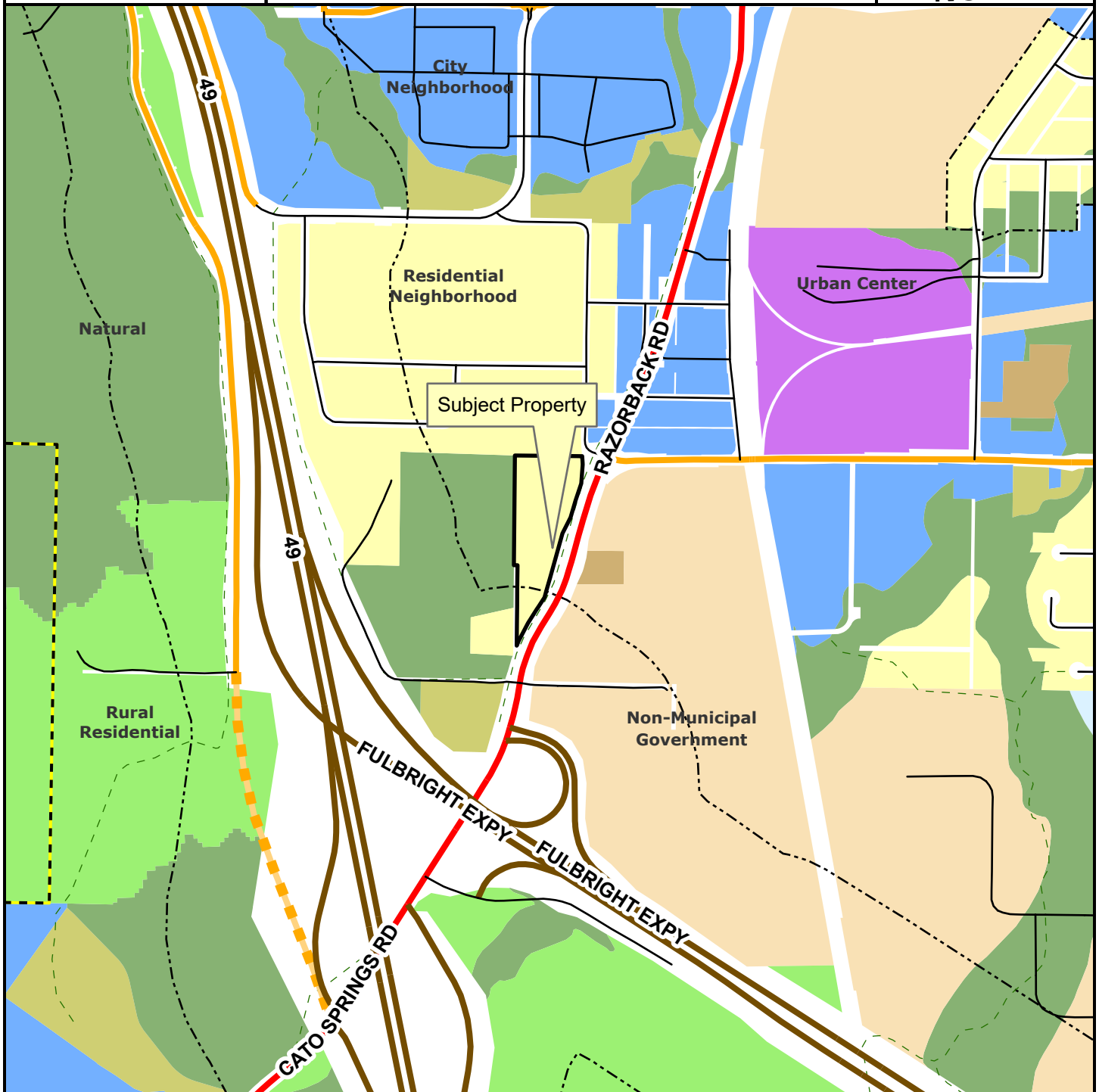
Total 5.9 ac



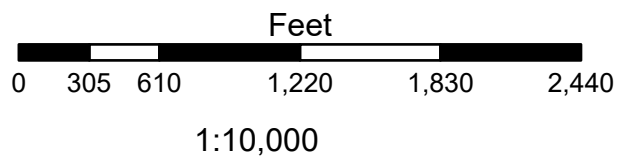
RZN-2025-0009

Future Land Use

S. RAZORBACK RD & S. ASHWOOD AVE



- Regional Link
- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood 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 MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Chris Brown, Public Works Director
FROM: Alan Pugh, Staff Engineer
SUBJECT: **STREAMSIDE PROTECTION ZONE MAPPING (AMENDMENT):**

RECOMMENDATION:

Staff and the Planning Commission recommend amending the streamside protection zone mapping as indicated for the property located at 3352 N Hwy 112

BACKGROUND:

The subject property is in north Fayetteville located 0.3 miles north of the intersection of N. Fullbright Expressway and Highway 112. The entire property contains approximately 35.20 acres and the northern portion was rezoned to UT, Urban Thoroughfare as a result of RZN-2022-0017 (Ord. 6564). The remainder of the property is zoned C-2, Thoroughfare Commercial. Several other actions have been taken on this property including the previous approval of a large-scale development to build 214 residential units, a 40,000 sq. ft. movie theater and associated parking. That large-scale development is currently set to expire on May 2, 2025. Several variances were also approved with that development, including a variance from Chapter 168, Flood Damage Prevention. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:

Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Commercial	C-2, Thoroughfare Commercial
South	Commercial	C-2, Thoroughfare Commercial
East	Commercial	C-2, Thoroughfare Commercial
West	Residential, Commercial and Industrial	RPZD, Residential Planned Zoning District; CS, Community Services; I-1 Heavy Commercial and Light Industrial

Request: The request is to amend to streamside protection mapping which would move the starting point for the zone approximately 450 feet further south from its current location.

DISCUSSION:

When the streamside protection mapping was originally approved, the point at which the streamside protection zone began was determined to be the point at which the stream had at least 100 acres of headwater. These starting points were calculated with the aid of Geographic Information Systems (GIS) programs and not calculated individually due to the number of streams under consideration. While this method is generally accurate in staff's opinion, there are situations where they may not be exact. The applicant's engineer has calculated the acreage of the headwaters for the existing starting point and found it to be less than 100 acres.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

The proposal is to move the streamside protection starting point approximately 450 feet downstream where the headwater is calculated to be approximately 84 acres. At this point a tributary joins the stream from the west and would take the acreage over 100 acres. As this is in keeping with the original intent of the streamside protection zone definitions, staff is supportive of the request.

The Planning Commission heard this item on April 14, 2025 and recommended forwarding it to City Council with a recommendation to approve by a vote of 7-0-0. During the meeting no member of the public spoke for or against the item.

BUDGET/STAFF IMPACT:

There is no budget impact with this item.

ATTACHMENTS: SRM (#3), Exhibit A - Amendment to Streamside Protection Zone Mapping (#4), Planning Commission Report - ADM-2025-0020 (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-531

STREAMSIDE PROTECTION ZONE MAPPING (AMENDMENT):

AN ORDINANCE TO APPROVE AN AMENDMENT TO THE STREAMSIDE PROTECTION ZONE MAPPING FOR PROPERTY LOCATED AT 3352 NORTH HIGHWAY 112

WHEREAS, the subject property is in north Fayetteville located 0.3 miles north of the intersection of North Fulbright Expressway and Highway 112 and contains approximately 35.20 acres; and

WHEREAS, when the City's streamside protection mapping was originally approved, the point at which the streamside protection zone began was determined to be the point at which the stream had at least 100 acres of headwater and, while this method is generally accurate in staff's opinion, there are situations where it may not be exact; and

WHEREAS, the applicant's engineer has calculated the acreage of the headwaters for the existing starting to be less than 100 acres and has proposed an amendment that would move the starting point for the zone approximately 450 feet further south from its current location where a tributary joins the stream from the west, which would take the headwater acreage over 100 acres; and

WHEREAS, as this is in keeping with the original intent of the streamside protection zone definitions, staff is supportive of the request.

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 and adopts an amendment to the streamside protection zone mapping for property located at 3352 North Highway 112 by moving the starting point approximately 450 feet downstream as shown on the map attached as Exhibit A.

City of Fayetteville Staff Review Form

2025-531

Item ID

5/6/2025

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

Chris Brown

4/15/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Amend the streamside protection zone mapping as indicated for the property located at 3352 N Hwy 112

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:

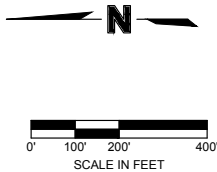
Approval Date:

Original Contract Number:

Comments:

F:\202403501-04000024-0353140-Design\Exhibits\STREAM PROTECTION EXHIBITS\SIDA DELIN MAP EXHIBIT.dwg
DATE: Feb 26, 2025 12:08pm USER: jwinter

EXHIBIT A



3537 North Steele Boulevard
Suite 310
Fayetteville, AR 72703
olsson.com
TEL 479.443.3404
FAX 479.443.4340
Olsson - Engineering
Arkansas COA #1010

STREAMSIDE PROTECTION
DRAINAGE AREA DELINATION EXHIBIT

ARONSON
MULTIFAMILY PHASE

FAYETTEVILLE, AR

drawn by: JBM
designed by: JBM
project no.: 02X-XXXXX
date: XX.XX.XXXX

SHEET
XX of XX

2025



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager
Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

MEETING DATE: April 14, 2025 **Updated with results**

SUBJECT: **ADM-2025-0020: Administrative Item (3352 N. HWY 112/ARONSON, 209):** Submitted by OLSSON ENGINEERS for property located at 3352 N. HWY 112. The property is zoned UT, URBAN THOROUGHFARE and C-2, THOROUGHFARE COMMERCIAL and contains approximately 35.20 acres. The request is to amend the streamside protection zone.

RECOMMENDATION:

Staff recommends forwarding **ADM-2025-0020** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **ADM-2024-0020**, determining:*

- In favor of the request to modify the Streamside Protection Mapping, and*
- In favor of all other conditions as recommended by staff."*

BACKGROUND:

The subject property is in north Fayetteville located 0.3 miles north of the intersection of N. Fullbright Expressway and Highway 112. The entire property contains approximately 35.20 acres and the northern portion was rezoned to UT, Urban Thoroughfare as a result of RZN-2022-0017 (Ord. 6564). The remainder of the property is zoned C-2, Thoroughfare Commercial. Several other actions have been taken on this property including the previous approval of a large-scale development to build 214 residential units, a 40,000 sq. ft. movie theater and associated parking. That large-scale development is currently set to expire on May 2, 2025. Several variances were also approved with that large-scale, including a variance from Chapter 168, Flood Damage Prevention. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Commercial	C-2, Thoroughfare Commercial
South	Commercial	C-2, Thoroughfare Commercial
East	Commercial	C-2, Thoroughfare Commercial
West	Residential, Commercial and Industrial	RPZD, Residential Planned Zoning District; CS, Community Services; I-1 Heavy Commercial and Light Industrial

Request: The request is to amend to streamside protection mapping which would move the starting point for the zone approximately 450 further south from its current location.

Public Comment: To date, staff has received no public comment regarding this request. Staff did receive a request for information associated with the submittal.

DISCUSSION:

When the streamside protection mapping was originally approved, the point at which the streamside protection zone began was determined to be the point at which the stream had at least 100 acres of headwater. These starting points were calculated with the aid of Geographic Information Systems (GIS) programs and not calculated individually due to the number of streams under consideration. While this method is generally accurate in staff's opinion, there are situations where they may not be exact. The applicant's engineer has calculated the acreage of the headwaters for the existing starting point and found it to be less than 100 acres. The proposal is to move the streamside protection starting point approximately 450 downstream where the headwater is calculated to be approximately 84 acres. At this point a tributary joins the stream from the west and would take the acreage over 100 acres. As this is in keeping with the original intent of the streamside protection zone definitions, staff is supportive of the request.

RECOMMENDATION: Staff recommends approval of **ADM-2025-0020** subject to the following conditions:

Conditions of Approval:

1. Approval of this request does not impact the previous actions on the property which remain in effect until alternate plans are approved.
2. All other conditions of Chapter 168 shall remain in effect.

PLANNING COMMISSION ACTION:			
	Required	<u>YES</u>	
Date: <u>April 14, 2025</u>	☐ Tabled	☐ Approved	☐ Denied
Motion: Garlock	Forwarded, with a recommendation of approval.		
Second: Madden			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Applicant Request Letter and Exhibits
- One Mile Map
- Close-up Map
- Current Land Use Map



February 28, 2025

Fayetteville City Council

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

Dear Mayor and City Council Members,

I am writing on behalf of our Client to formally request an amendment to the Streamside Protection Zone (SPZ) map for a small drainage channel located adjacent to the proposed Aronson Development, a residential community that will provide over 300 much-needed housing units to the City of Fayetteville.

As demonstrated in the attached **Exhibit A**, which delineates the drainage basin of the channel in question, this feature does not drain more than 100 acres. According to the established criteria within the Streamside Protection Ordinance, only streams with a drainage area exceeding this threshold are subject to SPZ regulations. Given that this stream does not meet the ordinance's intent, we respectfully request that the map be revised to reflect its correct classification. This request is for a reduction of 450 LF to the current Streamside Protection Map limits adjacent to the site.

Additionally, **Exhibit B** includes site photographs showing the existing conditions of the drainage channel. As these images illustrate, the channel is small, intermittent in nature, and does not exhibit characteristics of a significant perennial or even intermittent stream. The presence of limited flow, minimal defined banks, and lack of hydrological permanence further supports the argument that it should not be classified within the Streamside Protection Zone.

The unintended designation of this area as protected streamside land imposes unnecessary restrictions on the development of a critical housing project. The Aronson Development aligns with Fayetteville's goals of increasing residential density, supporting sustainable urban growth, and enhancing affordability. Ensuring that regulatory overlays are applied in accordance with their original intent allows the City to balance environmental protection with responsible development.

We greatly appreciate the City's commitment to maintaining and protecting its natural resources while also fostering economic growth and housing opportunities. In this case, revising the Streamside Protection Zone map to reflect the actual drainage area would uphold that balance. We kindly request that City staff and Council review this request and consider adjusting the SPZ map accordingly.

Should you require any additional information or further site verification, we are happy to provide additional documentation or meet with City representatives to discuss this matter further. Thank you for your time and consideration, and we look forward to working with the City on this request.

Sincerely,



Matthew Loos, PE, LEED AP
Olsson Vice President

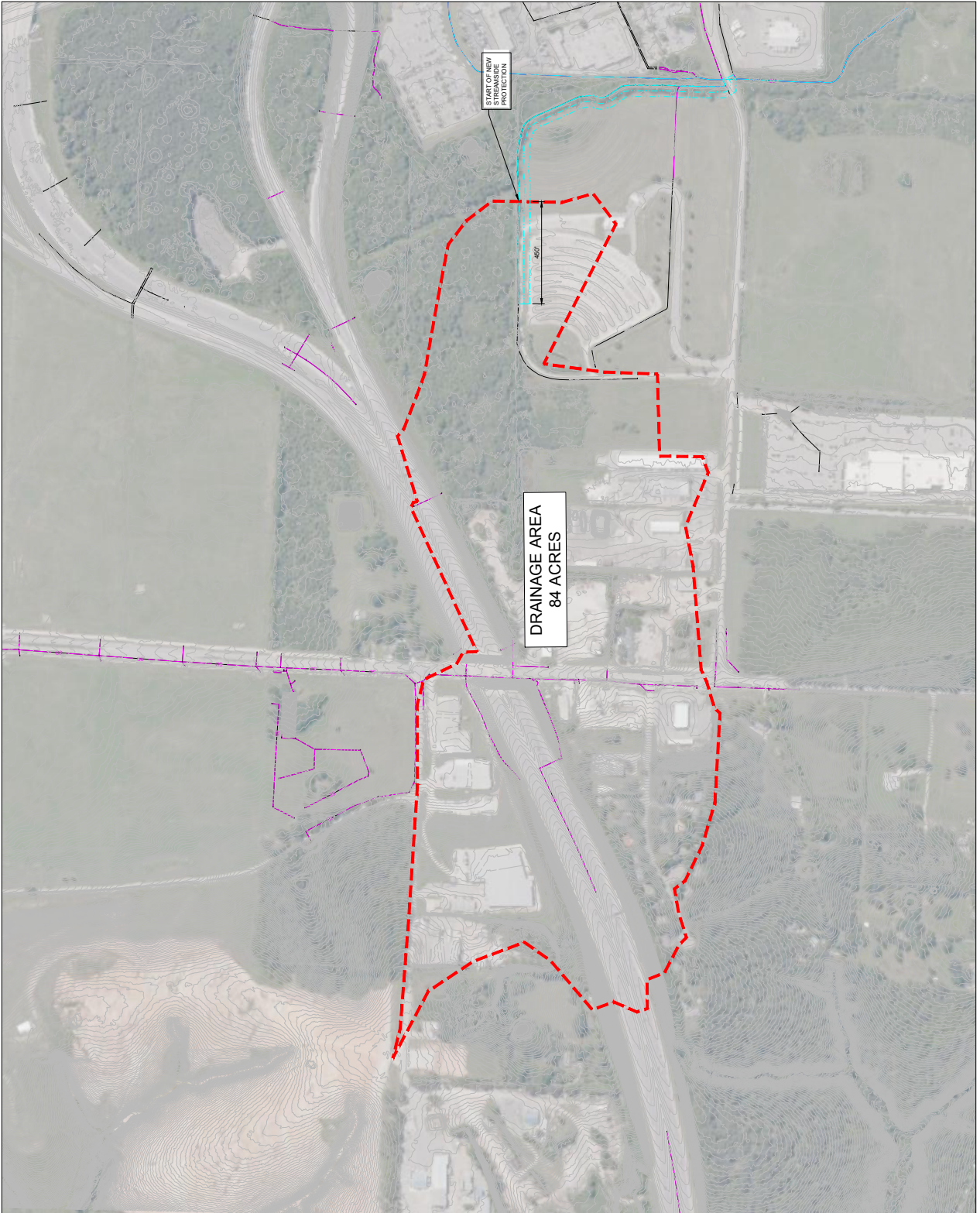
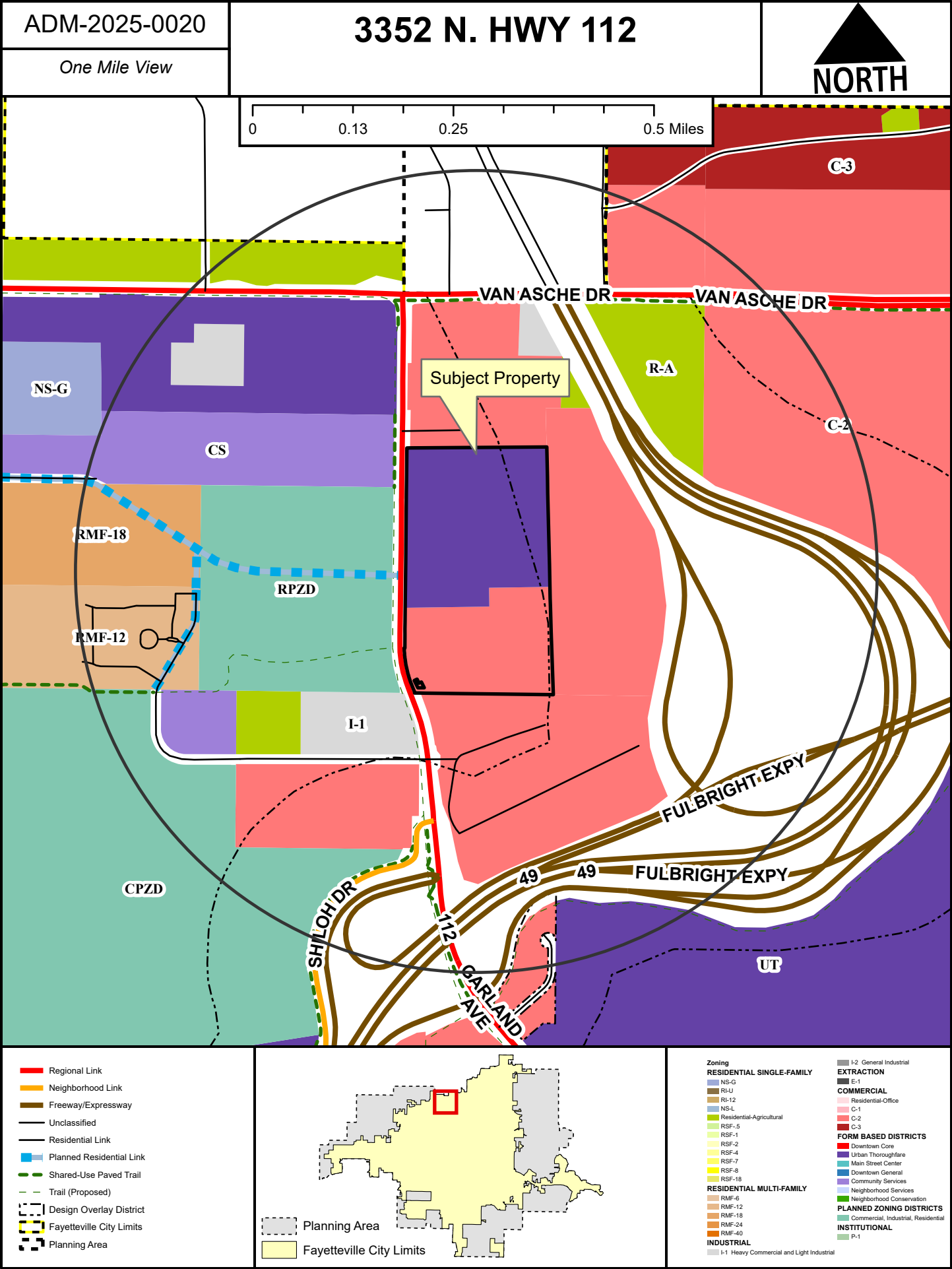


EXHIBIT A

Exhibit B – Current Site Photographs

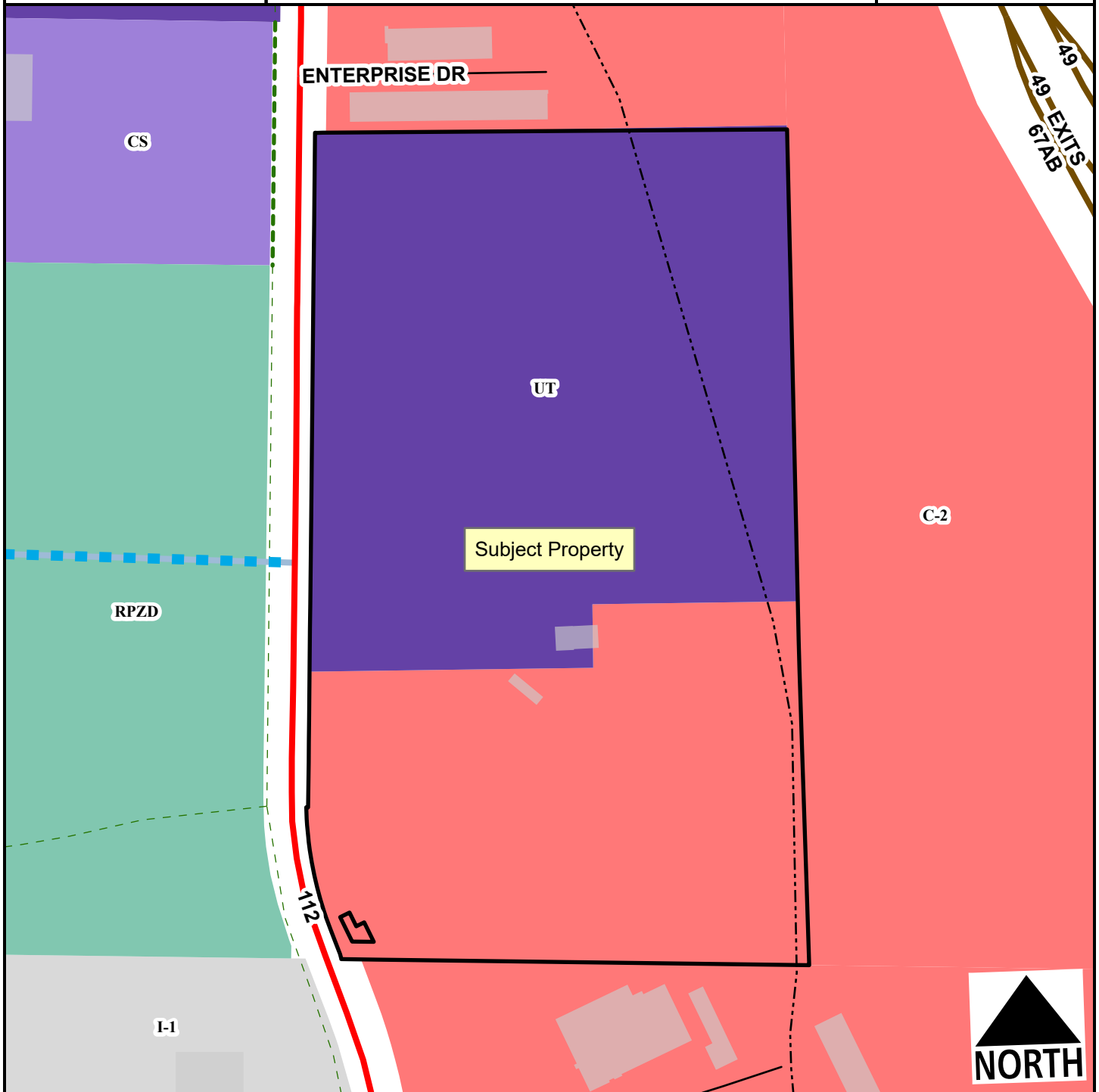




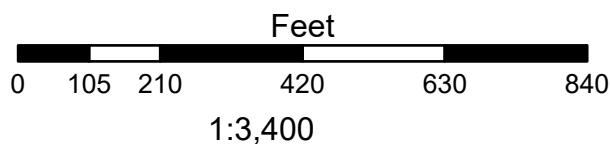
ADM-2025-0020

3352 N. HWY 112

Close Up View



- Regional Link
- Freeway/Expressway
- Unclassified
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- - - Shared-Use Paved Trail
- - - Trail (Proposed)
- Design Overlay District

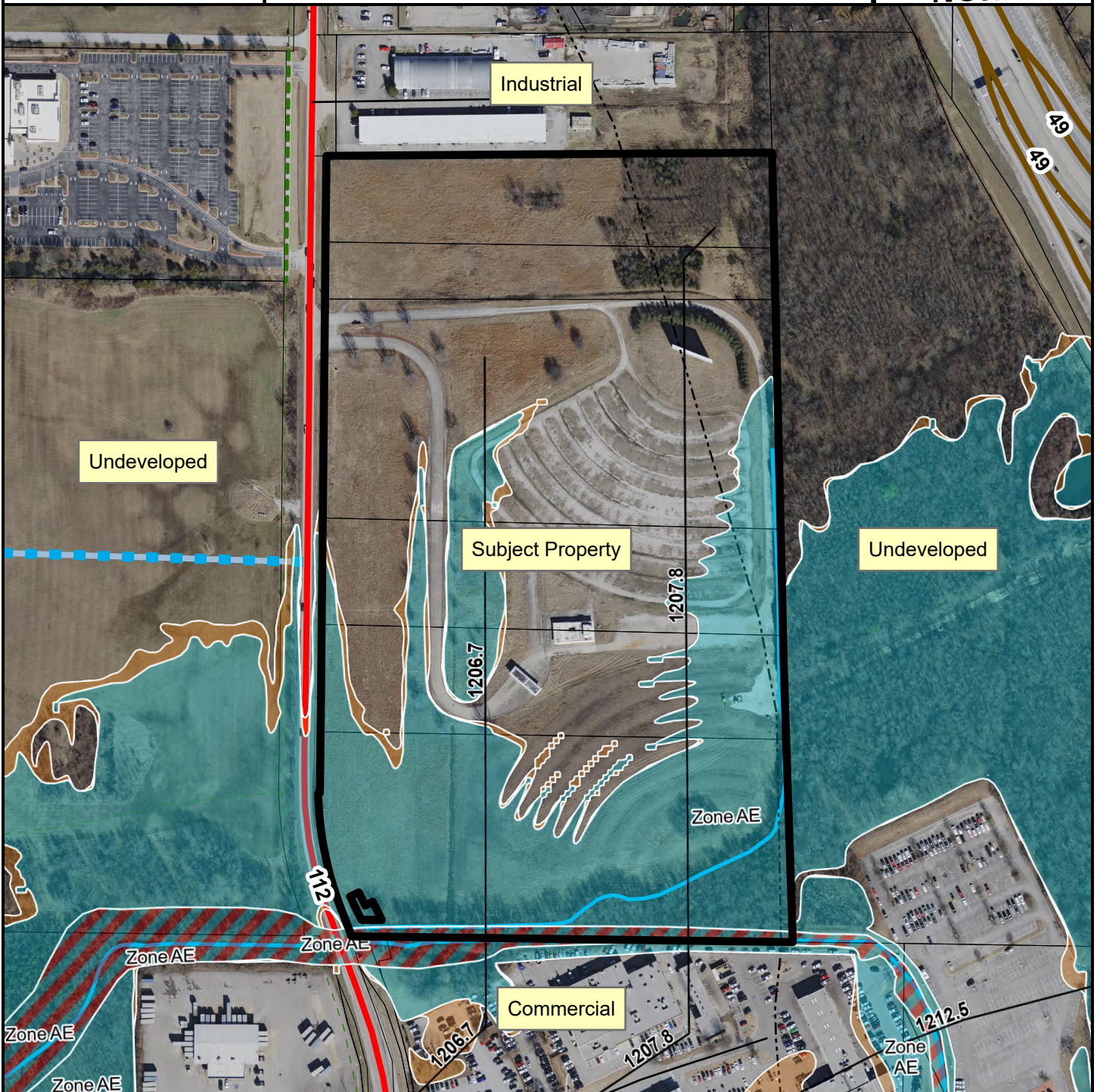


- I-1 Heavy Commercial and Light Industrial
- C-2
- Urban Thoroughfare
- Community Services
- Commercial, Industrial, Residential

ADM-2025-0020

3352 N. HWY 112

Current Land Use



- Regional Link
- Freeway/Expressway
- Unclassified
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Kit Williams, City Attorney
FROM: Hannah Hungate, Assistant City Attorney
**SUBJECT: AUTHORIZE BOARD OF ADJUSTMENT APPEALS TO CITY COUNCIL
(AMENDMENTS):**

RECOMMENDATION:

The City Attorney's Office recommends that the Fayetteville City Council amend Chapter 155 – Appeals to require that appeals of Board of Adjustment decisions first be heard by City Council before going to Circuit Court.

BACKGROUND:

Prior to 2021, Arkansas law required that all appeals taken from Board of Adjustment decisions be made directly to Circuit Court. However, the state law has now changed, and a city may now require by ordinance that appeals from the Board of Adjustment be first heard by City Council before being taken to circuit court.

DISCUSSION:

The City Attorney's Office recommends that the Fayetteville City Council pass an ordinance that would require appeals from Board of Adjustment decisions to be first heard by City Council. In incorporating proposed changes to this effect, the City Attorney's Office also noticed portions of Chapter 155 – Appeals for which clarification may be necessary.

BUDGET/STAFF IMPACT:

ATTACHMENTS: SRF (#3) , Board of Adjustment Appeals Amendment Memo (#4), 156.02 - Zoning Regulations - Redline (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-479

AUTHORIZE BOARD OF ADJUSTMENT APPEALS TO CITY COUNCIL (AMENDMENTS):

AN ORDINANCE TO AMEND CHAPTER 155 APPEALS AND § 156.02 ZONING REGULATIONS OF THE UNIFIED DEVELOPMENT CODE TO PROVIDE THAT BOARD OF ADJUSTMENT DECISIONS MAY BE APPEALED TO THE CITY COUNCIL, AND TO CLARIFY VARIOUS APPEAL PROCEDURES

WHEREAS, the Fayetteville City Code currently requires that appeals from the Board of Adjustment be taken to the Circuit Court of Washington County; and

WHEREAS, the City of Fayetteville may provide by ordinance that appeals from decisions of the Board of Adjustment shall first be heard by the City Council; and

WHEREAS, clarifying other provisions of Chapter 155 – Appeals will benefit applicants and the general public by making the City’s appeal procedures easier to understand.

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 § 155.01 **Circuit Court** and enacts a replacement § 155.01 as follows:

“Unless internally appealed as set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals the introductory sentence and subsection (A) of § 155.02 **Form/Time/Place** and enacts a replacement as follows:

“For appeals to the City Council, Planning Commission, Board of Adjustment or Construction Board of Adjustments and Appeals, the following requirements shall must be met:

1. *Form.* All appeals must be submitted in writing (which may include by email) and which should reference the applicable UDC sections and set forth the reasons the applicant contends the decision was in error and how the applicant is adversely impacted.”

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends § 155.04 **Council Member Appeal On Behalf Of Resident** by adding an additional phrase to the first sentence so that it reads as follows:

“A Council Member may bring an appeal on behalf of any resident of the city to the City Council 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).”

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 155.06(C)(2)(a) and enacts a replacement § 155.06(C)(2)(a) as follows:

“A resident of the city or an owner/developer who is aggrieved by a decision of the Zoning and Development Administrator regarding development matters that are approved administratively pursuant to § 166.02(C), § 172.05 or otherwise may appeal the final development approval decision affected by this matter to the Planning Commission. The appeal shall be submitted in writing to the Planning Division within ten (10) working days of the final decision. The Planning Commission may consider the following factors and issues:”

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends § 155.06(C)(2)(b) by changing the word “must” to the word “should.”

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 155.09 **Appeals from the Board of Adjustment** to read as follows:

“Final decisions by the Board of Adjustment may be appealed to the City Council by an owner of record of the property in question or by a City Council member on behalf of any resident of the city.”

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby amends § 156.02 **Zoning Regulations** by repealing the last sentence of subsection (A).

City of Fayetteville Staff Review Form

2025-479

Item ID

5/6/2025

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

Hannah Hungate

4/10/2025

CITY ATTORNEY (021)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The City Attorney's Office recommends that the Fayetteville City Council amend Chapter 155 - Appeals to require that appeals of Board of Adjustment decisions first be heard by City Council before going to Circuit Court. Other changes are recommended to make the City's appeal procedures clear and easily understandable.

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:



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 Molly Rawn**
City Council Members

THRU: **Kit Williams, City Attorney**
Blake Pennington, Senior Assistant City Attorney

FROM: **Hannah Hungate, Assistant City Attorney**

DATE: **April 10, 2025**

RE: **Amending the Appeals Chapter for Board of Adjustments**

The Board of Adjustment hears applications for variances to zoning requirements and certain appeals. The determinations require specific factual inquiries by the five-member Board. As our Code currently reads, any appeals from final decisions made by the Board of Adjustment must be taken straight to the Circuit Court of Washington County. FAYETTEVILLE CITY CODE § 155.01.

Under prior law, the City had no choice in the matter, as Arkansas required that appeals from Board of Adjustment decisions be taken directly to circuit court. However, the law changed in 2021. Now Arkansas law provides:

- (a) Except as provided in subdivision (b)(2)(B)(ii)(b) of this section, decisions of the board under this section shall be appealed to a circuit court of competent jurisdiction.
- (b) **A governing body of a municipality may provide by ordinance that the governing body of the municipality shall first hear appeals under this section.**

Ark. Code Ann. § 14-56-416(b)(2)(B)(ii) (emphasis added).

With this change, Fayetteville now has the power, if it passes an ordinance stating so, to dictate that appeals from the Board of Adjustment must first be heard by the Fayetteville City Council before being taken to Circuit Court. The City Attorney's Office recommends that the City Council pass such an ordinance. Doing so would allow the City's elected

officials to be the final decisionmakers on the issue, it would provide an additional avenue for applicants to appeal without litigation, and it would offer additional safeguards for the Board of Adjustment and the City as a whole.

Finally, our office also noticed a few points of clarification to be made in **Chapter 155 – Appeals** which can be completed simultaneous with this change. Proposed language incorporating these changes is attached to this Memorandum.

CHAPTER 155: APPEALS

155.01 Circuit Court

Unless ~~internally appealed as~~ set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County.

(Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04))

155.02 Form/Time/Place

~~Unless an appeal is filed with the court~~For appeals to the City Council, Planning Commission, Board of Adjustment or Construction Board of Adjustment, the following requirements ~~shall~~must be met:

- (A) *Form.* All appeals ~~shall~~must be submitted in writing (~~which may include by email~~) and which should reference the applicable UDC sections~~(s)~~ and set ~~forth~~ing out the reasons the applicant contends the decision was in error and how the applicant is adversely impacted.
- (B) *Time.*
 - (1) *Appeals.* Appeals shall be submitted within ten (10) working days from the date of the final action taken.
 - (2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.
- (C) *Place.* Appeals shall be filed with the following:
 - (1) *City Clerk.* Appeals made to the City Council shall be filed with the City Clerk.
 - (2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.
 - (3) *Building Safety Division Director.* Appeals made to the Construction Board of Adjustment and Appeals shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04; Ord. No. 6773, §§ 1, 2, 7-16-24)

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.

(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; Ord. 6840, §2, 2-4-25)

155.04 Council Member Appeal On Behalf Of Resident

A Council Member may bring an appeal on behalf of any resident of the city to the City Council 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 or denial of a development proposal. Variances, compliance with applicable design standards, tree preservation plans and conditions of approval for any development not requiring approval by the Planning Commission or administrative approval by the Planning Division may be appealed independently.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 5296, 12-15-09; Ord. No. 6342, §1, 8-4-20; Ord. No. 6773, § 3, 7-16-24)

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. Variances, compliance with applicable design standards, tree preservation plans and conditions of approval for any development not requiring approval by the Planning Commission or administrative approval by the Planning Division may be appealed independently.
- (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, 8-4-20; Ord. No. 6773, § 4, 7-16-24)

155.06 Appeals From Staff Interpretations And Actions

(A) *Appeals to City Council.*

- (1) The City Engineer's decision to issue a violation notice or stop work order may be appealed to the City Council by an owner of record of the property in question or a council member on behalf of a resident of the city.
- (2) The Zoning and Development Administrator's decision to deny a vacation of any public easement (whether constructed or not) or portion thereof may be appealed by the owner of record of the property.
- (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.

(B) *Appeals to the Board of Adjustment.* The following interpretations and decisions may be appealed by an owner of record of the property in question or a council member on behalf of a resident of the city to the Board of Adjustment:

- (1) *Zoning and Development Administrator.* An interpretation or decision regarding zoning matters.
- (2) *Building Safety Officer—Airport Zone.* Any person aggrieved, or any taxpayer affected by any decision of the Building Safety Officer, made in the administration of Airport Zone, Chapter 165.

(C) *Appeals to the Planning Commission.*

(1) *Zoning and Development Administrator's Required Dedications and Improvements.*

- (a) An owner or developer who is aggrieved by the requirements of the Unified Development Code for land, right-of-way or easement dedications, construction of on-site or off-site improvements, or payments in lieu of any dedication or improvement, which are in excess of the "rough proportionality" of the impact of the development upon the city's infrastructure or services may appeal such requirement to the Planning Commission as a part of the submission of the preliminary plat, large scale development, subdivision, building permit, lot split, grading permit, floodplain development permit, or otherwise within ten (10) days of notification of such development requirements. The appeal must be presented to the Planning Division in writing and state the grounds, or reasons for the appeal.
- (b) The Planning Commission shall determine after public hearing whether the required dedications, improvements, and fees meet the "rough proportionality" of the impact of the development on city infrastructure and services. If the requirements are in excess of the "rough proportionality," the Planning Commission is empowered to modify or reduce such requirements to achieve "rough proportionality."
- (c) Any potential reduction of impact fees must be approved by the City Council.

(2) *Administrative Approvals and Interpretations by Zoning and Development Administrator.*

- (a) A resident of the city or an owner/developer who is aggrieved by a decision of the Zoning and Development Administrator regarding development matters that are approved administratively ~~(as required by pursuant to~~ Chapter s 166.02(C), 172.05 or otherwise may appeal the final development approval decision affected by this matter to the Planning Commission. The appeal shall be submitted in writing to the Planning Division within ten (10) working days of the final decision. The Planning Commission may consider the following factors and issues:

-
- (i) The development plan is not submitted in accordance with the requirements of Chapter 166 of the Fayetteville Unified Development Code.
 - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
 - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by Chapter 166 of the Fayetteville Unified Development Code.
 - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
 - (v) City water and sewer is not readily available to the property within the large scale development or preliminary plat and the developer has made no provision for extending such service to the development.
 - (vi) The developer refused to comply with UDC Ch. 166 pertaining to required on-site and off-site improvements.
- (b) The appellant ~~must~~should include in the letter of appeal the specific code section with which the development application does not comply.
- (c) The Planning Commission shall determine after public hearing whether the interpretation or discretionary decision should be upheld or modified in part or in whole.
- (d) Any staff recommendation to approve or deny some or all of a requested street right-of-way vacation shall be considered by the Planning commission with recommendations to the City Council.
- (3) *City Engineer and Flood Plain Administrator.*
- (a) *Development Matters.* An interpretation or decision of the City Engineer or Floodplain Administrator regarding development matters, including grading, drainage, water and sanitary sewer systems, and storm drainage systems.
 - (b) *Floodplain Regulations.* The decision of the Floodplain Administrator, provided that the Planning Commission shall hear and decide an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of Chapter 168.
 - (c) *Streamside Protection Zones.* An interpretation or decision of the City Engineer concerning the regulated uses, structures and activities, streamside boundary location or land use exemptions.
- (4) *Zoning and Development Administrator's Interpretation or Decision of Other Development Matters.* An interpretation or decision of the Zoning and Development Administrator regarding development matters including subdivisions, large scale developments, parking and loading, outdoor lighting, compliance with applicable design standards, or any other development matters.
- (5) *Urban Forester—Landscape and Tree Preservation and Protection requirements.* Decisions of the Urban Forester related to landscape and tree preservation and protection requirements.
- (D) *Appeals to the Construction Board of Adjustment and Appeals.* When the administrative authority under Chapter 173 shall disapprove an application, or the applicant is aggrieved by the interpretation of the administrative authority, the applicant may appeal the decision to the Construction Board of Adjustment and Appeals.

(Code 1965, §17B-11.2(d), (e), App. A., Art. 10(6), 19(2), App. B, §III, App. C., Art. 10(6), 19(2), App. B, §III, App. C., Art. V, §A; Ord. No. 1747, 6-29-70; Ord. No. 1750, 7-6-70; Ord. No. 2109, 6-375; Ord. No. 2252, 7-6-76; Ord. No. 2538, 7-3-79; Ord. No. 2585, 12-4-79; Ord. No. 2697, 1-20-81; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-14-88; Code 1991, §§150.03, 158.67(B), 158.68(A), (B), 159.65, 160.048, 160.172, 160.176(A), (B), 161.11, 162.03(B), (C), 163.10(D); Ord. No. 3551, 6-4-91; Ord. No. 3587, §1, 1-7-92; Ord. No. 3699, §3, 4-20-93; Ord. No. 3716, §2, 6-15-93, Ord. No. 3806, §1, 6-28-94; Ord. No. 3895, §1, 6-20-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3925, §7, 10-3-95; Ord. No. 3963, §9, 4-16-96; Ord. No. 4100, §2 (Exh. A), 6-16-98; Ord. No. 4368, §2, 2-5-02; Ord. No. 4377, §§1, 2, 3-5-02; Ord. No. 4652, 12-07-04; Ord. No. 5206, 12-16-08; Ord. No. 5296, 12-15-09; Ord. 5390, 3-1-11; Ord. No. 6343, §1(Exh. A), 8-4-20; Ord. No. 6446, §5, 6-15-21; Ord. No. 6773, §§ 5—10, 7-16-24; Ord. 6840, §1, 2-4-25)

155.07 Appeals To The Housing Board—Mobile Homes And Mobile Home Parks

- (A) *Permit Denied.* Any person whose application for a permit under Chapter 175 has been denied may request and shall be granted a hearing on the matter before the Housing Board.
- (B) *Permit Suspended.* Any person whose permit has been suspended, or who has received notice from the enforcement officer that his permit will be suspended unless certain conditions or practices at the mobile home park are corrected, may request and be granted a hearing on the matter before the Housing Board.
- (C) *Petition Deadline.* When no petition for hearing shall have been filed within ten (10) days following the day on which notice of suspension was served, such permit shall be deemed to have been automatically revoked at the expiration of such ten (10) days.

(Code 1965, §17B11.2(e); Ord. No. 2109, 6-3-75; Ord. No. 2583, 12-4-79; Ord. No. 3152, 11-19-85; Ord. No. 3153, 11-19-85; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88; Code 1991, §158.67; Ord. No. 4100, §2 (Exh. A), 6-16-98)

(Code 1965, §§13A-40, 13A-43; Ord. No. 1509, 8-8-66; Code 1991, §§156.017, 156.029; Ord. No. 4100, §2 (Exh. A), 6-16-98; Ord. No. 4652, 12-07-04).

155.08 Appeals From The Construction Board Of Adjustments And Appeals

If the Construction Board of Adjustments and Appeals refuses to extend a building permit pursuant to §173.02 (B)(8) or to issue a new building permit for property for which a building permit has expired pursuant to §173.02 (B)(8), the owner may appeal to the City Council.

(Ord. No. 5019, 5-15-07)

155.09 Appeals from the Board of Adjustment

Final decisions by the Board of Adjustment may be appealed to the City Council by an owner of record of the property in question or by a City Council member on behalf of a resident of the city.

155.1009—155.99 Reserved

156.02 Zoning Regulations

- (A) *General Procedure.* Variances of all zoning regulations shall be considered and decided as shown below by the Board of Adjustment. ~~There shall be no appeal to the City Council for zoning regulation variances.~~
- (B) *Requirements for Variance Approval.*
 - (1) Where strict enforcement of the zoning ordinance would cause undue hardship due to circumstances unique to the individual property under consideration; and
 - (2) Where the applicant demonstrates that the granting of the variance will be in keeping with the spirit and intent of the zoning ordinance.
- (C) *Minimum Necessary Variance.* The Board of Adjustment may only grant the minimum variance necessary to make possible the reasonable use of the applicant's land, building or structure.
- (D) *Special Conditions.* In granting a zoning regulation variance, the Board of Adjustment may impose whatever special conditions found necessary to ensure compliance and to protect adjacent property.
- (E) *Non-permitted Uses.* The Board of Adjustment may not grant, as a variance, any use in a zone that is not permitted under the zoning ordinance.
- (F) *Specific Tests.* The Board of Adjustment shall apply specific tests for the following variance requests:
 - (1) *Height Variances in All Districts.* In addition to meeting all other normal requirements for a variance, an applicant seeking a height variance must establish the increased height of the proposed structure will not adversely affect adjoining or neighboring property owners, nor impair the beauty of Old Main, the historical churches on Dickson Street near East Avenue, nor otherwise impair the historic beauty and character of Fayetteville.

(Code 1965, App. A. 5 (VII (a))); Ord. No. 2148, 10-7-75; Ord. No. 2351, 6-21-77; Ord. No. 2362, 8-2-77; Ord. No. 1747, 6-29-70; Code. 1991, §160.038(E); Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4293, 2-20-01; Ord. No. 4858, 4-18-06; Ord. No. 4863, 05-02-06; Ord. No. 5296, 12-15-09; Ord. No. 5526, 9-18-12)



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Jonathan Curth, Development Services Director
SUBJECT: **ENACT FEES FOR UTILITY TELEVISIONING SERVICES (AMEND CHAPTER 51 – WATER & SEWER):**

RECOMMENDATION:

City staff recommend approval of an amendment to Chapter 51, Water and Sewers, of the Code of Ordinances as described in Exhibit 'A'.

BACKGROUND:

Following adoption of updated and new user fees in February 2025, Utility Department staff identified the need to formalize an additional service: televising. Sewer televising uses specialized cameras to inspect existing connections to evaluate if they are still usable rather than creating a new tap. Televising represents a more cost-effective option than excavation and serves as an accurate diagnosis without disrupting a line.

DISCUSSION:

For customers, a televising fee offers the opportunity to evaluate existing sewer connections with the potential to reuse them rather than create a new tap serving a residence or business. If the existing connection is viable, the Utility Department will charge the proposed \$275.00 fee, which is approximately 1/3rd the price of a new tap (\$855.00). In instances where a new tap is required, the Utility Department credits the televising fee to the new tap's price.

BUDGET/STAFF IMPACT:

The City will be reimbursed for its costs in providing sewer televising services.

ATTACHMENTS: SRF (#3) , Exhibit 'A' (#4), Strikethrough/Redline (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-538

ENACT FEES FOR UTILITY TELEVISIONING SERVICES (AMEND CH. 51 – WATER & SEWER):

AN ORDINANCE TO AMEND CHAPTER 51, WATER AND SEWERS OF THE FAYETTEVILLE CODE OF ORDINANCES TO ENACT FEES FOR UTILITY TELEVISIONING SERVICES

WHEREAS, on February 18, 2025, the City Council passed Ordinance 6844 and adopted new user fees for utility services; and

WHEREAS, the Utility Department staff identified the need to formalize a fee for the additional service of televising which uses specialized cameras to inspect existing connections to evaluate if they are still usable rather than creating a new tap; and

WHEREAS, televising represents a more cost-effective option than excavation and serves as an accurate diagnosis without disrupting a line and, in instances in which a new tap is required, the televising fee will be credited to the tap fee.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 51, **Water and Sewers** of the Fayetteville *Code of Ordinances* by enacting the following new fee below “4-inch sewer”:

Televising (credited to tap fee when new connection required)	\$275.00
---	----------

City of Fayetteville Staff Review Form

2025-538

Item ID

5/6/2025

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

Jonathan Curth

4/18/2025

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Administrative Item (Amend Chapter 51 - Water and Sewers): Submitted by CITY STAFF. The proposed code change will adopt a fee for televising services offered for the evaluation of sewer connections.

Budget Impact:

5400.720.4410-4806.01

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

EXHIBIT 'A'

51.114 Water, Sewer Tap Connection Fees

- (A) All service connections made on city owned water and sewer mains shall be made by the Water and Sewer Division. Such connections shall be made upon payment to the city of the following fees:

Fee Description	INSIDE CITY	OUTSIDE CITY
¾-inch Water	\$810.00	\$997.00
¾-inch Double Water	\$957.00	\$1144.00
1-inch Water	\$1087.00	\$1,273.00
2-inch Water	\$2,249.00	\$2,436.00
4-inch Sewer	\$855.00	\$1,009.00
Televising (Credited to tap fee where new connection required)	\$275.00	
Cost Per Additional Depth (Exceeding 5-feet, up to 10-feet)	\$606.00	
Cost Per Additional Depth (Exceeding 10-feet)	Actual Cost	
Cost Per Additional Length (Per foot exceeding 60-feet)	\$40.00	
Street Cut	\$1,136.00	
Street Bore	\$560.00	
Cost per Additional Lane	\$213.00	
Gravel Road Crossing/Cut	\$774.00	

- (B) Fees for connections where unusual field conditions exist shall be determined by the City Engineer. Unusual field conditions would include but not be limited to the presence of rock, any state or U.S. Highway crossing, extra thick concrete or asphalt paving, or conflicts with other utilities. The City Engineer may also modify the stated fees if there are a number of taps to be made in the same location, or if a plumber or other contractor is allowed to do the excavation.

(Code 1965, §21-2; Ord. No. 2676, 11-4-80; Ord. No. 2746, 8-4-81; Ord. No. 2895, 2-15-83; Ord. No. 3088, 5-7-85; Ord. No. 4066, §1, 11-4-97; Code 1991, §51.114)

51.114 Water, Sewer Tap Connection Fees

- (A) All service connections made on city owned water and sewer mains shall be made by the Water and Sewer Division. Such connections shall be made upon payment to the city of the following fees:

Fee Description	INSIDE CITY	OUTSIDE CITY
¾-inch Water	\$810.00	\$997.00
¾-inch Double Water	\$957.00	\$1144.00
1-inch Water	\$1087.00	\$1,273.00
2-inch Water	\$2,249.00	\$2,436.00
4-inch Sewer	\$855.00	\$1,009.00
<u>Televising (Credited to tap fee where new connection required)</u>	<u>\$275.00</u>	
Cost Per Additional Depth (Exceeding 5-feet, up to 10-feet)	\$606.00	
Cost Per Additional Depth (Exceeding 10-feet)	Actual Cost	
Cost Per Additional Length (Per foot exceeding 60-feet)	\$40.00	
Street Cut	\$1,136.00	
Street Bore	\$560.00	
Cost per Additional Lane	\$213.00	
Gravel Road Crossing/Cut	\$774.00	

- (B) Fees for connections where unusual field conditions exist shall be determined by the City Engineer. Unusual field conditions would include but not be limited to the presence of rock, any state or U.S. Highway crossing, extra thick concrete or asphalt paving, or conflicts with other utilities. The City Engineer may also modify the stated fees if there are a number of taps to be made in the same location, or if a plumber or other contractor is allowed to do the excavation.

(Code 1965, §21-2; Ord. No. 2676, 11-4-80; Ord. No. 2746, 8-4-81; Ord. No. 2895, 2-15-83; Ord. No. 3088, 5-7-85; Ord. No. 4066, §1, 11-4-97; Code 1991, §51.114)



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Jonathan Curth, Development Services Director
SUBJECT: **REVISE LOT FRONTAGE REQUIREMENTS (AMEND CHAPTER 151 - UNIFIED DEVELOPMENT CODE):**

RECOMMENDATION:

City staff recommend approval of a amendment to Chapter 151 of the Unified Development Code (UDC) as described in Exhibit 'A'.

BACKGROUND:

In ongoing efforts to address housing needs in Fayetteville, it is increasingly apparent that the obstacles to affordability are expansive. These range widely, including national financing structures and international supply lines down to the availability of local labor and various layers of regulation. While the City of Fayetteville's ability to impact larger market forces is limited, the potential to effect change by amending local development standards is as broad as the number of ordinances impacting residential construction. Accordingly, it is necessary to continually evaluate and reevaluate the development code for changing market conditions, shifting community needs, and even changes in technology.

DISCUSSION:

In conjunction with members of Fayetteville's Planning Commission, the Housing Crisis Task Force, and the development community, an interdivisional group of staff identified three sections of the UDC where amendments may improve the availability and diversity of housing in Fayetteville. These include modular construction, accessory dwelling units, and lot frontage, with this ordinance focusing on lot frontage:

- **Lot Frontage:** Addressing a recommendation from both the Housing Crisis Task Force and staff, this amendment relates to lot frontage requirements for development. Specifically, this proposal is intended to expand what can qualify as required lot frontage from only public streets to public streets in addition to alleys, multi-use trails, and public parks.

Additional initiatives that do not require an ordinance are underway to address Fayetteville's housing needs, with two of the most prominent having the potential to reduce permitting and construction times:

- **Same-Day Inspections:** Currently, when an inspection is requested of the Building Safety Department,

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

they are scheduled for the following day with the exception of emergencies or other urgent cases. While this appears to meet the needs of many customers, requests for same-day inspections are common enough to merit formalizing the service. As a pilot, Building Safety will offer limited numbers of same day inspections on a first-come/first-served basis. If this offering does not compromise inspection responsiveness, the pilot will be reevaluated for possible expansion and afford permit-holders the opportunity to advance construction more rapidly.

- **Over-the-Counter Permitting/Same-Day Permitting:** While gains have been made in improving review times for certain classes of building permit, additional opportunities exist. Most prominent of these is the potential to offer “over-the-counter” or “same day” permits, meaning applications may be submitted and approved within the same day or possibly hour. At least initially, this will come with some limitations, including that the permit does not require review from other departments or divisions, that the assigned reviewer is qualified to complete the review independently, and that the application is complete. Initially this offering is likely limited to building permits under the residential building code, such as single-family dwellings and accessory structures. Despite this apparent limitation, with 559 single-family building permits issued in 2024, the potential time savings for even a portion of these is significant.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A - Lot Frontage (#4), Strikethrough-Redlines - Lot Frontage (#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 #: 2025-540

REVISE LOT FRONTAGE REQUIREMENTS TO PROMOTE HOUSING OPPORTUNITIES (AMEND CH. 151):

AN ORDINANCE TO AMEND SECTION 151.01 DEFINITIONS OF THE UNIFIED DEVELOPMENT CODE TO REVISE LOT FRONTAGE REQUIREMENTS

WHEREAS, in conjunction with members of Fayetteville’s Planning Commission, the Housing Crisis Task Force, and the development community, an interdivisional group of staff identified three sections of the UDC where amendments may improve the availability and diversity of housing in Fayetteville including changes to the City's lot frontage requirements; and

WHEREAS, addressing a recommendation from both the Housing Crisis Task Force and staff, this proposed amendment is intended to expand what can qualify as required lot frontage from only public streets to public streets in addition to alleys, multi-use trails, and public parks.

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 the definition of frontage line in § 151.01 and enacts a replacement definition as follows:

“Frontage line. The property line or lines of a lot which coincide with a right-of-way or other public open space, including alleys, multi-use trails, and public parks.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals the definition of lot frontage in § 151.01 and enacts a replacement definition as follows:

“Lot frontage (zoning). The front of a lot shall be construed to be the portion nearest the street, alley, multi-use trail, or public park. Where lots utilize only a public alley, multi-use trail or park to meet lot frontage requirements, development, landscaping, and other standards shall be required as if said alley, multi-use trail, or park were a public street.”

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals the definition of interior lot in § 151.01 and enacts a replacement definition as follows:

“Lot, interior (zoning). A lot other than a corner lot with only one frontage on a street, alley, multi-use trail, or public or private park.”

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby repeals the definition of lot width in § 151.01 and enacts a replacement definition as follows:

“Lot, width of (zoning). The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost points (where they intersect with the street line, alley, multi-use trail, or public park) shall not be less than 80% of the required lot width except in the case of lots on the turning circle of a cul-de-sac, where the 80% requirement shall not apply.

City of Fayetteville Staff Review Form

2025-540

Item ID

5/6/2025

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

Willa Thomason

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Administrative Item (Amend Chapter 151 of the Unified Development Code): Submitted by CITY STAFF. The proposed code change modifies lot frontage standards to promote housing opportunities.

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 'A'

151.01 Definitions

F

Frontage line. The property line or lines of a lot which coincide with a right-of-way or other public open space, including alleys, multi-use trails, and public parks.

L

Lot frontage (zoning). The front of a lot shall be construed to be the portion nearest the street, alley, multi-use trail, or public park. Where lots utilize only a public alley, multi-use trail or park to meet lot frontage requirements, development, landscaping, and other standards shall be required as if said alley, multi-use trail, or park were a public street.

Lot, interior (zoning). A lot other than a corner lot with only one frontage on a street, alley, multi-use trail, or public or private park.

Lot, width of (zoning). The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost points (where they intersect with the street line, alley, multi-use trail, or public park) shall not be less than 80% of the required lot width except in the case of lots on the turning circle of a cul-de-sac, where the 80% requirement shall not apply.

151.01 Definitions

F

Frontage line. The property line or lines of a lot which coincide with a right-of-way or other public open space, including alleys, multi-use trails, and public parks.

L

Lot frontage (zoning). The front of a lot shall be construed to be the portion nearest the street, alley, multi-use trail, or public park. Where lots utilize only a public alley, multi-use trail or park to meet lot frontage requirements, development, landscaping, and other standards shall be required as if said alley, multi-use trail, or park were a public street.

Lot, interior (zoning). A lot other than a corner lot with only one frontage on a street, alley, multi-use trail, or public or private park.

Lot, width of (zoning). The distance between straight lines connecting front and rear lot lines at each side of the lot, measured across the rear of the required front yard, provided, however, that width between side lot lines at their foremost points (where they intersect with the street line, alley, multi-use trail, or public park) shall not be less than 80% of the required lot width except in the case of lots on the turning circle of a cul-de-sac, where the 80% requirement shall not apply.



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Jonathan Curth, Development Services Director
SUBJECT: **Administrative Item (Amend Chapters 164 and 171 of the Unified Development Code): Submitted by CITY STAFF. The proposed code change modifies accessory dwelling unit standards to promote housing opportunities.**

RECOMMENDATION:

City staff recommend approval of a amendment to Chapters 164 and 171 of the Unified Development Code (UDC) as described in Exhibit 'A'.

BACKGROUND:

In ongoing efforts to address housing needs in Fayetteville, it is increasingly apparent that the obstacles to affordability are expansive. These range widely, including national financing structures and international supply lines down to the availability of local labor and various layers of regulation. While the City of Fayetteville's ability to impact larger market forces is limited, the potential to effect change by amending local development standards is as broad as the number of ordinances impacting residential construction. Accordingly, it is necessary to continually evaluate and reevaluate the development code for changing market conditions, shifting community needs, and even changes in technology.

DISCUSSION:

In conjunction with members of Fayetteville's Planning Commission, the Housing Crisis Task Force, and the development community, an interdivisional group of staff identified three sections of the UDC where amendments may improve the availability and diversity of housing in Fayetteville. These include modular construction, accessory dwelling units, and lot frontage, with this ordinance focusing on accessory dwellings:

- **Accessory Dwelling Units (ADUs):** Amendments to this section are intended to respond to recent state legislation and common challenges related to ADU construction, address general copyediting and formatting, and increase flexibility. The most impactful changes relate to the location of ADUs. Currently one attached and one detached ADU are permitted, and a change is proposed to allow ADUs to be located on the interior of the primary dwelling, attached to or detached from the primary dwelling, or attached to each other (ADU duplex). This increased flexibility has been frequently requested from property owners and builders frequently. Other changes remove ADU specific parking standards, formalize the exemption of ADUs from sidewalk construction requirements, and align ADU height limits with the underlying zoning district.

Additional initiatives that do not require an ordinance are underway to address Fayetteville's housing needs, with two of the most prominent having the potential to reduce permitting and construction times:

- **Same-Day Inspections:** Currently, when an inspection is requested of the Building Safety Department, they are scheduled for the following day with the exception of emergencies or other urgent cases. While this appears to meet the needs of many customers, requests for same-day inspections are common enough to merit formalizing the service. As a pilot, Building Safety will offer limited numbers of same day inspections on a first-come/first-served basis. If this offering does not compromise inspection responsiveness, the pilot will be reevaluated for possible expansion and afford permit-holders the opportunity to advance construction more rapidly.
- **Over-the-Counter Permitting/Same-Day Permitting:** While gains have been made in improving review times for certain classes of building permit, additional opportunities exist. Most prominent of these is the potential to offer "over-the-counter" or "same day" permits, meaning applications may be submitted and approved within the same day or possibly hour. At least initially, this will come with some limitations, including that the permit does not require review from other departments or divisions, that the assigned reviewer is qualified to complete the review independently, and that the application is complete. Initially this offering is likely limited to building permits under the residential building code, such as single-family dwellings and accessory structures. Despite this apparent limitation, with 559 single-family building permits issued in 2024, the potential time savings for even a portion of these is significant.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Strikethrough - Redlines (#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 #: 2025-539

ADD FLEXIBILITY TO ACCESSORY DWELLING UNITS REGULATIONS TO PROMOTE HOUSING OPPORTUNITIES (AMEND CH. 164 & 171):

AN ORDINANCE TO AMEND SECTIONS 164.19 ACCESSORY DWELLING UNITS AND 171.13 PROPERTY OWNER TO CONSTRUCT SIDEWALK OR CONTRIBUTE COST OF SIDEWALK OF THE UNIFIED DEVELOPMENT CODE TO ADD FLEXIBILITY TO THE REGULATIONS FOR ACCESSORY DWELLING UNITS

WHEREAS, in conjunction with members of Fayetteville’s Planning Commission, the Housing Crisis Task Force, and the development community, an interdivisional group of staff identified three sections of the UDC where amendments may improve the availability and diversity of housing in Fayetteville including regulations on dwelling units; and

WHEREAS, proposed amendments to this section are intended to respond to recent state legislation and common challenges related to ADU construction, address general formatting issues, and increase flexibility for property owners.

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 § 164.19 **Accessory Dwelling Units** and enacts a replacement § 164.19 as described in Exhibit A attached hereto and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby enacts a new subsection (C) in § 171.13 as follows:

“(C) *Exceptions*. Sidewalk construction is not required for accessory dwelling units; however reconstruction or repairs resulting from the construction of the accessory dwelling unit may be required.”

City of Fayetteville Staff Review Form

2025-539

Item ID

5/6/2025

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

Willa Thomason

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Administrative Item (Amend Chapters 164 and 171 of the Unified Development Code): Submitted by CITY STAFF.
The proposed code change modifies accessory dwelling unit standards to promote housing opportunities.

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 'A'

164.19 Accessory Dwelling Units (ADU)

- (A) *Purpose.* Accessory dwelling units are allowed in certain situations to:
- Create new housing units while respecting the character and pattern of small scale traditional town form;
 - Increase the housing stock of existing neighborhoods in a manner that is compatible with established massing, scale, and development patterns;
 - Allow more efficient use of existing housing stock and infrastructure;
 - Provide a means for residents, particularly seniors, single parents, and families with grown children, to remain in their homes and neighborhoods, and obtain extra income, security, companionship and services; and
 - Provide a broader range of accessible and more attainable housing.
- (B) *Intent.* Planning staff shall evaluate the following criteria for the review and approval of an accessory dwelling unit application:
- (1) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standards to serve the accessory dwelling unit.
 - (2) A two (2) story accessory dwelling unit shall limit the major access stairs, decks, entry doors, and major windows to the walls facing the principal dwelling, or to the alley if applicable. Windows that impact the privacy of the neighboring side or rear yard shall be minimized.
 - (3) The orientation and location of buildings, structures, open spaces and other features of the site should protect and maintain natural resources including significant trees and shrubs to the extent feasible and minimize alteration of natural land forms. Building profiles, location and orientation should relate to natural land forms.
- (C) *Administrative Design Review and Approval.* All accessory dwelling units shall meet the following standards for administrative approval by the Zoning and Development Administrator. Prior to approval of an accessory dwelling unit, the Zoning and Development Administrator shall find that:
- (1) *Maximum Square Feet.* The accessory dwelling unit(s) shall not be greater than 1,200 square feet of habitable space per lot.
 - (2) *Zoning.* The accessory dwelling unit shall comply with all underlying zoning requirements including but not limited to building height, building area, bulk and area, and setbacks with the exception of density limits.
 - (3) *Parking.* Additional parking is not required to accommodate an accessory dwelling unit.
 - (4) *Maximum Number of Accessory Dwelling Units per Lot.* A maximum of two (2) accessory dwelling units are permitted provided the combined square footage does not exceed 1,200 square feet. Accessory dwellings may be interior, attached, or detached from the primary dwelling, or attached to each other.
 - (5) *Other Code Requirements.* The accessory dwelling unit shall comply with the requirements of the Arkansas Fire Prevention Code as adopted in Section 173.02 of the Unified Development Code.
 - (6) *Maximum Occupancy of the Accessory Dwelling Unit.* A maximum of one (1) family shall be permitted to reside in an accessory dwelling unit.
- (D) *Planning Commission Approval.* An applicant may request approval from the Planning Commission of a variance to the requirements for size (square feet) and height, where unique circumstances exist and the

effect will not adversely affect adjoining or neighboring property owners. The applicant shall provide notification to adjacent property owners prior to the date of the meeting.

(Ord. No. 6076, §1, 8-7-18; Ord. No. 6520, §§3, 4, 1-18-22)

Editor's note(s)—Ord. No. 6076, §1, adopted Aug. 7, 2018, repealed the former §164.19, and enacted a new §164.19 as set out herein. The former §164.19 pertained to similar subject matter and derived from Ord. No. 5128, adopted April 15, 2008; Ord. No. 5866, §2, adopted April 5, 2016.

171.13 Property Owner To Construct Sidewalk Or Contribute Cost Of Sidewalk

- (A) *Requirement.* The owner of any property abutting a public street or highway for which a sidewalk is required by the city's Master Street Plan shall construct a sidewalk in accordance with this chapter, along said street or highway upon the receipt of notice issued at the time a building permit is issued.
- (1) The property owner shall construct the sidewalk in accordance with the specifications provided in the Minimum Street Standards.
 - (2) The property owner may request a variance to §171.13(A)(1) requiring sidewalk construction. The City Engineer shall review the following factors to determine whether or not to grant the variance to allow payment of a fee in lieu of sidewalk construction:
 - (a) Pedestrian traffic generators such as parks and schools in the area.
 - (b) The existence of a sidewalk network in the area.
 - (c) The density of current and future development in the area.
 - (d) The amount of pedestrian traffic likely to be generated by the proposed development.
 - (e) Whether the terrain is such that a sidewalk is physically practical and feasible, and the extent to which trees, ground cover and natural areas would be adversely impacted by the construction of the sidewalk.
 - (f) The overall need for a sidewalk to be constructed on the lot.
 - (3) A project being constructed pursuant to §166.28 Permit-Ready Building Design Program shall have the option to pay a fee in lieu of constructing the sidewalk without receiving a variance.
 - (4) If the City Engineer grants the variance, the owner shall have an option to construct the sidewalk, or to contribute money in lieu of construction as set forth below:
 - (a) The amount of money in lieu of construction to be dedicated shall be determined based upon the rough proportionality of the impact of the development upon the sidewalk infrastructure needs near the development including consideration of the persons served by the development and approximate pedestrian trip generation rates of the development.
 - (b) Unless the developer presents evidence that the number of persons served by the development and the pedestrian trip generation rates of the development justify a reduced contribution in lieu of the construction of sidewalks, all developments shall make a cash contribution in lieu of the construction of the sidewalk in an amount established by the City Engineer and based on current construction costs, as determined by a yearly bid for construction, Arkansas Department of Transportation published weighted averages, or similar data.
 - (c) Contribution in lieu of construction of sidewalks shall be paid or construction of the sidewalks shall be completed before receiving final plat approval, or issuance of a certificate of occupancy.
 - (d) Contributions must be expended within seven (7) years to build a sidewalk close enough to serve the project being constructed.
 - (e) If the owner voluntarily consents in writing, the contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.
 - (5) An owner/builder may appeal the City Engineer's refusal to grant a variance or the administrator's determination of the amount of contribution in lieu of construction to the Planning Commission pursuant to §155.06(D).
- (B) *Application of Provisions.* The provisions of this section shall only apply to the following property:

-
- (1) *New Structure.* On which a new structure is being built.
 - (2) *Existing Residential Structure.* On which an existing residential structure is being modified so as to increase the number of dwelling units located therein or to change the use of the nonresidential use.
 - (3) *Parking Lot/Garage.* On which a parking lot, or parking garage having a minimum capacity of five (5) automobiles is constructed.
 - (4) *Building Additions.* Additions of 2,500 square feet or larger.
 - (5) *Conditional Use.* Any development which requires conditional use approval.
- (C) *Exceptions.* Sidewalk construction is not required for accessory dwelling units, however reconstruction or repairs resulting from the construction of the accessory dwelling unit may be required.
- (Code 1965, §18-31; Ord. No. 2653, 8-5-80; Ord. No. 2780, 11-17-81; Ord. No. 2917, 5-3-83; Ord. No. 3113, 9-3-85; Code 1991, §98.66; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4311, 5-1-01; Ord. No. 4387, 4-16-02; Ord. No. 5789, Repealed & Replaced Chp. 171, 8-4-15; Ord. No. 6350, §7(Exh. F), 8-18-20; Ord. No. 6724, §1(Exh. A), 3-19-24)

STRIKETHROUGH-REDLINES

164.19 Accessory Dwelling Units (ADU)

(A) *Purpose.* Accessory dwelling units are allowed in certain situations to:

- Create new housing units while respecting the character and pattern of small scale traditional town form;
- Increase the housing stock of existing neighborhoods in a manner that is compatible with established massing, scale, and development patterns;
- Allow more efficient use of existing housing stock and infrastructure;
- Provide a means for residents, particularly seniors, single parents, and families with grown children, to remain in their homes and neighborhoods, and obtain extra income, security, companionship and services; and
- Provide a broader range of accessible and more attainable housing.

(B) *Intent.* Planning staff shall evaluate the following criteria for the review and approval of an accessory dwelling unit application:

- ~~(C)~~ (1) The property shall have infrastructure (water, sewer, gas, electric, etc.) that meets City standards to serve the accessory dwelling unit.
- (2) A two (2) story accessory dwelling unit shall limit the major access stairs, decks, entry doors, and major windows to the walls facing the principal dwelling, or to the alley if applicable. Windows that impact the privacy of the neighboring side or rear yard shall be minimized.
- (3) The orientation and location of buildings, structures, open spaces and other features of the site should protect and maintain natural resources including significant trees and shrubs to the extent feasible and minimize alteration of natural land forms. Building profiles, location and orientation should relate to natural land forms.

~~(D)~~ *Administrative Design Review and Approval.* All accessory dwelling units shall meet the following standards for administrative approval by the Zoning and Development Administrator. Prior to approval of an accessory dwelling unit, the Zoning and Development Administrator shall find that:

- (1) *Maximum Square Feet.* The accessory dwelling unit(s) shall not be greater than 1,200 square feet of habitable space per lot.
- (2) *Zoning.* The accessory dwelling unit shall comply with all underlying zoning requirements including but not limited to building height, building area, bulk and area, and setbacks with the exception of density limits.
- (3) *Parking.* ~~For accessory dwelling unit(s) with individual or combined habitable space greater than 800 square feet, one (1) parking space shall be provided on-site. Required parking for the accessory dwelling unit is in addition to the required parking for the principal dwelling unit. On-street parking may be counted towards the total parking requirement where it is allowed in the public right-of-way adjacent to the subject property. Additional parking is not required to accommodate an accessory dwelling unit.~~
- (4) *Maximum Number of Accessory Dwelling Units per Lot.* A maximum of two (2) accessory dwelling units are permitted ~~one (1) detached and one (1) attached or interior accessory dwelling unit~~ provided the combined square footage does not exceed 1,200 square feet. Accessory dwellings may be interior, attached, or detached from the primary dwelling, or attached to each other.
- (5) *Other Code Requirements.* The accessory dwelling unit shall comply with the requirements of the Arkansas Fire Prevention Code as adopted in Section 173.02 of the Unified Development Code.

(6) *Maximum Occupancy of the Accessory Dwelling Unit.* A maximum of ~~two (2) persons~~one (1) family shall be permitted to reside in an accessory dwelling unit. ~~If two (2) accessory dwelling units are on the same lot, only two (2) additional persons total for the lot shall be permitted to occupy these units unless one (1) accessory dwelling is occupied by a person who is a member of the related "family" (see §151.01) occupying the primary house.~~

~~(7) *Building Height and Stories.*~~

~~(a) A detached accessory dwelling unit shall be a maximum of two (2) stories.~~

~~(b) An attached accessory dwelling unit may occupy a basement, first or second story of a principal dwelling unit.~~

~~(D)~~E *Planning Commission Approval.* An applicant may request approval from the Planning Commission of a variance to the ~~number of detached accessory dwellings on a lot to a maximum of two (2) and the~~ requirements for size (square feet) and height, ~~and materials for an accessory dwelling unit~~, where unique circumstances exist and the effect will not adversely affect adjoining or neighboring property owners. The applicant shall provide notification to adjacent property owners prior to the date of the meeting.

~~(F) *Existing Detached Second (Accessory) Dwelling Units.* Existing detached second dwelling units approved by the Planning Commission by conditional use and constructed shall be considered a legal conforming accessory dwelling on the property.~~

(Ord. No. 6076, §1, 8-7-18; Ord. No. 6520, §§3, 4, 1-18-22)

Editor's note(s)—Ord. No. 6076, §1, adopted Aug. 7, 2018, repealed the former §164.19, and enacted a new §164.19 as set out herein. The former §164.19 pertained to similar subject matter and derived from Ord. No. 5128, adopted April 15, 2008; Ord. No. 5866, §2, adopted April 5, 2016.

171.13 Property Owner To Construct Sidewalk Or Contribute Cost Of Sidewalk

- (A) *Requirement.* The owner of any property abutting a public street or highway for which a sidewalk is required by the city's Master Street Plan shall construct a sidewalk in accordance with this chapter, along said street or highway upon the receipt of notice issued at the time a building permit is issued.
- (1) The property owner shall construct the sidewalk in accordance with the specifications provided in the Minimum Street Standards.
 - (2) The property owner may request a variance to §171.13(A)(1) requiring sidewalk construction. The City Engineer shall review the following factors to determine whether or not to grant the variance to allow payment of a fee in lieu of sidewalk construction:
 - (a) Pedestrian traffic generators such as parks and schools in the area.
 - (b) The existence of a sidewalk network in the area.
 - (c) The density of current and future development in the area.
 - (d) The amount of pedestrian traffic likely to be generated by the proposed development.
 - (e) Whether the terrain is such that a sidewalk is physically practical and feasible, and the extent to which trees, ground cover and natural areas would be adversely impacted by the construction of the sidewalk.
 - (f) The overall need for a sidewalk to be constructed on the lot.
 - (3) A project being constructed pursuant to §166.28 Permit-Ready Building Design Program shall have the option to pay a fee in lieu of constructing the sidewalk without receiving a variance.
 - (4) If the City Engineer grants the variance, the owner shall have an option to construct the sidewalk, or to contribute money in lieu of construction as set forth below:
 - (a) The amount of money in lieu of construction to be dedicated shall be determined based upon the rough proportionality of the impact of the development upon the sidewalk infrastructure needs near the development including consideration of the persons served by the development and approximate pedestrian trip generation rates of the development.
 - (b) Unless the developer presents evidence that the number of persons served by the development and the pedestrian trip generation rates of the development justify a reduced contribution in lieu of the construction of sidewalks, all developments shall make a cash contribution in lieu of the construction of the sidewalk in an amount established by the City Engineer and based on current construction costs, as determined by a yearly bid for construction, Arkansas Department of Transportation published weighted averages, or similar data.
 - (c) Contribution in lieu of construction of sidewalks shall be paid or construction of the sidewalks shall be completed before receiving final plat approval, or issuance of a certificate of occupancy.
 - (d) Contributions must be expended within seven (7) years to build a sidewalk close enough to serve the project being constructed.
 - (e) If the owner voluntarily consents in writing, the contributions may be used to construct sidewalk projects where most needed as determined by the City Engineer.
 - (5) An owner/builder may appeal the City Engineer's refusal to grant a variance or the administrator's determination of the amount of contribution in lieu of construction to the Planning Commission pursuant to §155.06(D).
- (B) *Application of Provisions.* The provisions of this section shall only apply to the following property:

-
- (1) *New Structure.* On which a new structure is being built.
 - (2) *Existing Residential Structure.* On which an existing residential structure is being modified so as to increase the number of dwelling units located therein or to change the use of the nonresidential use.
 - (3) *Parking Lot/Garage.* On which a parking lot, or parking garage having a minimum capacity of five (5) automobiles is constructed.
 - (4) *Building Additions.* Additions of 2,500 square feet or larger.
 - (5) *Conditional Use.* Any development which requires conditional use approval.

(C) Exceptions. Sidewalk construction is not required for accessory dwelling units, however reconstruction or repairs resulting from the construction of the accessory dwelling unit may be required.

(Code 1965, §18-31; Ord. No. 2653, 8-5-80; Ord. No. 2780, 11-17-81; Ord. No. 2917, 5-3-83; Ord. No. 3113, 9-3-85; Code 1991, §98.66; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4311, 5-1-01; Ord. No. 4387, 4-16-02; Ord. No. 5789, Repealed & Replaced Chp. 171, 8-4-15; Ord. No. 6350, §7(Exh. F), 8-18-20; Ord. No. 6724, §1(Exh. A), 3-19-24)



MEETING OF MAY 6, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Jonathan Curth, Development Services Director
SUBJECT: **Administrative Item (Amend Chapters 151 and 164 of the Unified Development Code): Submitted by CITY STAFF. The proposed code change modifies prefabricated construction standards to promote housing opportunities.**

RECOMMENDATION:

City staff recommend approval of a amendment to Chapters 151 and 164 of the Unified Development Code (UDC) as described in Exhibit 'A'.

BACKGROUND:

In ongoing efforts to address housing needs in Fayetteville, it is increasingly apparent that the obstacles to affordability are expansive. These range widely, including national financing structures and international supply lines down to the availability of local labor and various layers of regulation. While the City of Fayetteville's ability to impact larger market forces is limited, the potential to effect change by amending local development standards is as broad as the number of ordinances impacting residential construction. Accordingly, it is necessary to continually evaluate and reevaluate the development code for changing market conditions, shifting community needs, and even changes in technology.

DISCUSSION:

In conjunction with members of Fayetteville's Planning Commission, the Housing Crisis Task Force, and the development community, an interdivisional group of staff identified three sections of the UDC where amendment may improve the availability and diversity of housing in Fayetteville. These include modular construction, accessory dwelling units, and lot frontage, with this ordinance focusing on prefabricated construction:

- **Modular Construction (currently "Prefabricated Construction"):** Proposed amendments clarify what modular construction is (a building constructed off-site to the same codes and standards as conventionally-built structures) and where it is permitted in the city. Language related to residential unit type (single-family, two-family, etc.) is added for congruence with other portions of code, specifically zoning regulations. A definition of modular construction is added to address concerns from Building Safety and provide clarity on the difference between modular construction, prefabricated construction, and manufactured housing (manufactured housing is not addressed or liberalized under these amendments as they are in a different portion of code). Finally, and perhaps most impactful, irrelevant and outdated design standards related to roof pitch, eaves, and minimum building width have been

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

eliminated to promote flexibility of design.

Additional initiatives that do not require an ordinance are underway to address Fayetteville's housing needs, with two of the most prominent having the potential to reduce permitting and construction times:

- **Same-Day Inspections:** Currently, when an inspection is requested of the Building Safety Department, they are scheduled for the following day with the exception of emergencies or other urgent cases. While this appears to meet the needs of many customers, requests for same-day inspections are common enough to merit formalizing the service. As a pilot, Building Safety will offer limited numbers of same day inspections on a first-come/first-served basis. If this offering does not compromise inspection responsiveness, the pilot will be reevaluated for possible expansion and afford permit-holders the opportunity to advance construction more rapidly.
- **Over-the-Counter Permitting/Same-Day Permitting:** While gains have been made in improving review times for certain classes of building permit, additional opportunities exist. Most prominent of these is the potential to offer "over-the-counter" or "same day" permits, meaning applications may be submitted and approved within the same day or possibly hour. At least initially, this will come with some limitations, including that the permit does not require review from other departments or divisions, that the assigned reviewer is qualified to complete the review independently, and that the application is complete. Initially this offering is likely limited to building permits under the residential building code, such as single-family dwellings and accessory structures. Despite this apparent limitation, with 559 single-family building permits issued in 2024, the potential time savings for even a portion of these is significant.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Strikethrough -Redlines (#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 #: 2025-541

MODIFY PREFABRICATED CONSTRUCTION STANDARDS TO PROMOTE HOUSING OPPORTUNITIES (AMEND CH. 151 & 164):

AN ORDINANCE TO AMEND SECTIONS 151.01 DEFINITIONS AND 164.15 PREFABRICATED CONSTRUCTION OF THE UNIFIED DEVELOPMENT CODE TO ADOPT MODULAR CONSTRUCTION REGULATIONS

WHEREAS, in conjunction with members of Fayetteville’s Planning Commission, the Housing Crisis Task Force, and the development community, an interdivisional group of staff identified three sections of the UDC where amendment may improve the availability and diversity of housing in Fayetteville including modular construction; and

WHEREAS, proposed amendments clarify what modular construction is, how it differs from prefabricated construction, and where it is permitted in the City.

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 enacts a definition of modular construction in § 151.01 as follows:

“Modular construction (zoning). Any building or structure constructed off-site under plant-controlled conditions, using the same materials, to the same codes and standards as conventionally built facilities (excluding manufactured homes, as defined by federal standards).”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals the definition of prefabricated construction in § 151.01 and enacts a replacement definition as follows:

“Prefabricated construction (zoning). Any structure built entirely off-site (excluding manufactured homes, as defined by federal standards).”

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.15 **Prefabricated Construction** and enacts a replacement § 164.15 as follows:

“164.15 Modular Construction

(A) Residential Unit. Modular residential units may be considered as single-family, two-family, three-family, four-family, or multi-family residential units.

(B) Additional Requirements. All units shall meet the following requirements:

- (1) The codes adopted by the State of Arkansas and the ordinances of the city;
- (2) Be secured to a permanent masonry or concrete foundation; and
- (3) Have permanent water and sewer connections.

(C) Location of Modular Construction. Modular construction is permitted in all zoning districts where the residential unit type is permitted.”

City of Fayetteville Staff Review Form

2025-541

Item ID

5/6/2025

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

Willa Thomason

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Administrative Item (Amend Chapters 151 and 164 of the Unified Development Code): Submitted by CITY STAFF.
The proposed code change modifies prefabricated construction standards to promote housing opportunities.

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 'A'

151.01 Definitions

M

Modular construction (zoning). Any building or structure constructed off-site under plant-controlled conditions, using the same materials, to the same codes and standards as conventionally built facilities (excluding manufactured homes, as defined by federal standards).

P

Prefabricated construction (zoning). Any structure built entirely off-site (excluding manufactured homes, as defined by federal standards).

164.15 Modular Construction

- (A) *Residential Unit.* Modular residential units may be considered as a single-family, two-family, three-family, four-family, or multi-family residential unit.
- (B) *Additional Requirements.* All units shall meet the following requirements:
 - (1) The codes adopted by the State of Arkansas and the ordinances of the city;
 - (2) Be secured to a permanent masonry or concrete foundation; and
 - (3) Have permanent water and sewer connections.
- (C) *Location of Modular Construction.* Modular construction is permitted in all zoning districts where the residential unit type is permitted.

151.01 Definitions

M

~~-Modular construction (zoning). Any building or structure constructed off-site under plant-controlled conditions, using the same materials, to the same codes and standards as conventionally built facilities (excluding manufactured homes, as defined by federal standards).~~

P

~~-Prefabricated construction (zoning). Any structure built entirely off-site (excluding manufactured homes, as defined by federal standards.~~

164.15 ~~Prefabricated~~ Modular Construction

- (A) *Residential Unit.* ~~Prefabricated~~ Modular residential units ~~shall may~~ be considered as a single-family, ~~two-family, three-family, four-family,~~ or multi-family residential unit, ~~whichever is appropriate, and shall meet the requirements of the governing district.~~
- (B) *Additional Requirements.* ~~In addition it shall be necessary for a~~ All units ~~to shall~~ meet the following requirements:
- (1) ~~The building codes of the city~~ The codes adopted by the State of Arkansas and the ordinances of the city;
 - (2) Be secured to a permanent masonry or concrete foundation; and
 - (3) Have permanent water and sewer connections;
 - ~~(4) Have a minimum roof pitch of four to twelve (4:12);~~
 - ~~(5) Nongable roof ends shall have a minimum overhang of 12 inches; and~~
 - ~~(6) Have a minimum building width of 20 feet.~~
- (C) Location of Modular Construction. Modular construction is permitted in all zoning districts where the residential unit type is permitted.
- ~~(Code 1965, App. A., Art. 7 (13); Ord. No. 1747, 6-29-70; Code 1991, §160.087; Ord. No. 4100, §2 (Ex. A), 6-16-98)~~



MEETING OF MAY 6, 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: **VAC-2025-0004: Vacation (191 S. HILL AVE./VERVE, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 191 S. HILL AVE in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.90 acres. The request is to vacate 0.24 acres of general utility easements.**

RECOMMENDATION:

Staff recommend approval of **VAC-2025-0004** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense, and
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

BACKGROUND:

The subject area is in central Fayetteville approximately 300 feet east of Harmon Field and 900 feet northeast of Fayetteville High School. The overall 2.9-acre subject area contains multiple parcels and is bound by W. Treadwell St. to the north, S. Hill Ave. to the east, W. Putnam St. to the south, and S. Duncan Ave. to the west. The area is currently developed with apartments, single-family dwellings, and a largely undeveloped parcel with off-site parking. Onsite structures were built between 1931 and 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, with a Bill of Assurance (RZN-2024-0018). A large-scale development was denied by the Planning Commission and approved by the City Council on appeal in early 2025 to develop the subject property with a total of 272 multifamily units and associated parking (LSD-2024-0029).

Request: The applicant proposes to vacate two existing general utility easements totaling 0.24 acres: a 20-foot wide easement that bisects the block north to south and a 10-foot wide easement that bisects the block east to west. An associated request for right-of-way vacation is being considered separately.

DISCUSSION:

The applicant submitted the required franchise utility approvals with no objections, though with added conditions as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

NA

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Cover Letter (#6), Petition to Vacate (#7), Easement Exhibit (#8)

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 #: 2025-528

VACATION-2025-0004: (191 S. HILL AVE./VERVE, 522 - UTILITY EASEMENT):

AN ORDINANCE TO APPROVE VAC-25-04 FOR PROPERTY LOCATED AT 191 SOUTH HILL AVENUE IN WARD 2 TO VACATE 0.24 ACRES OF GENERAL UTILITY EASEMENTS

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of utility easements are not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of utility easements as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following ongoing conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

City of Fayetteville Staff Review Form

2025-528

Item ID

5/6/2025

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

Jonathan Curth

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0004: Vacation (191 S. HILL AVE./VERVE, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 191 S. HILL AVE in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.90 acres. The request is to vacate 0.24 acres of general utility easements.

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:

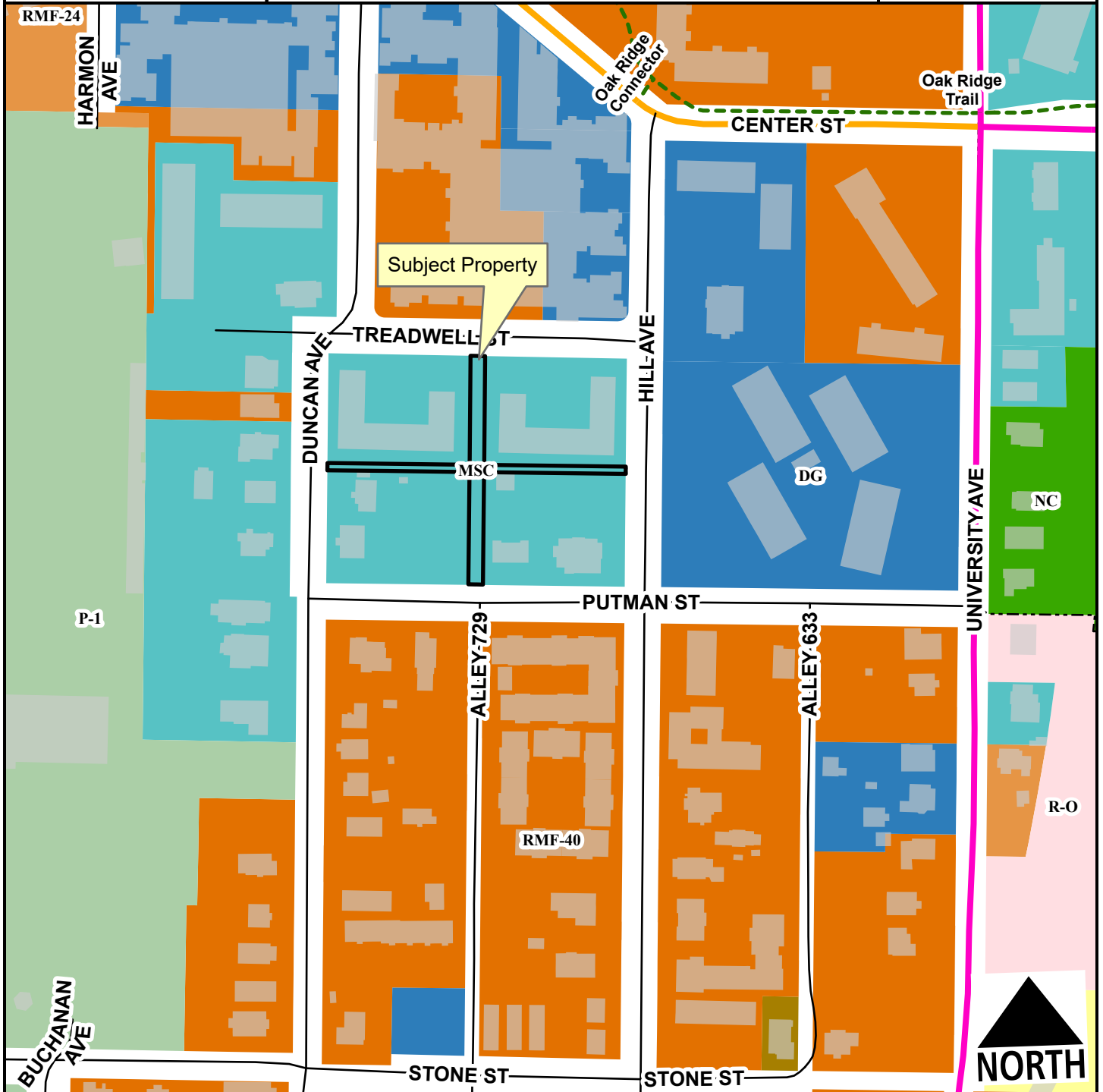
Comments:

VAC-2025-0004

191 S HILL AVE

VAC-2025-0004
EXHIBIT 'A'

Close Up View



- Neighborhood Link
- Urban Center
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District

Feet
0 75 150 300 450 600
1:2,400

- RSF-4
- RI-U
- RMF-24
- RMF-40
- Residential-Office
- Main Street Center
- Downtown General
- Neighborhood Conservation
- P-1

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04808-000
98 DUNCAN LLC
EASEMENT VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 2020-00031155:

THE WEST 81.48 FEET OF LOT 7, AND THE WEST 81.48 FEET OF THE SOUTH 25 FEET OF LOT 8, IN BLOCK 5, 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. SUBJECT TO A PERPETUAL EASEMENT FOR WATER LINES, SEWER LINES, AND GAS LINES ACROSS SAID LOTS AS MENTIONED IN DEED RECORD BOOK 400 AT PAGE 339 AND DEED RECORD BOOK 378 AT PAGE 620.

EASEMENT DESCRIPTION PER WARRANTY DEED 378-620:

THE WEST 81.48 FEET OF LOT NINE (9), AND THE WEST 81.48 FEET OF THE NORTH 25 FEET OF LOT EIGHT (8), OF BLOCK 5 OF DUNCAN'S ADDITION, TO THE CITY OF FAYETTEVILLE, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION TO SAID CITY FILED AND OF RECORD IN THE OFFICE OF CIRCUIT CLERK, EX OFFICIO RECORDER OF SAID COUNTY. ALSO A PERPETUAL EASEMENT FOR WATERLINES, SEWER LINES, AND GAS LINES ACROSS THE WEST 81.48 FEET OF LOT SEVEN (7), AND THE SOUTH HALF OF LOT EIGHT (8) OF SAID BLOCK FIVE (5) OF DUNCAN'S ADDITION TO SAID CITY, AS WATER LINES, SEWER LINES AND GAS LINES ARE NOW THEREON. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04809-000
BRAWNER REAL ESTATE LLC
EASEMENT VACATION, DOCUMENT 881-620

PROPERTY DESCRIPTION PER WARRANTY DEED 2024-00002146:

THE WEST 81.48 FEET OF LOT NINE (9) AND THE WEST 81.48 FEET OF THE NORTH 25 FEET OF LOT EIGHT (8) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ACCORDING TO THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 10' UTILITY EASEMENT PER DOCUMENT 881-620 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC) AT THE SOUTHWEST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE WEST LINE OF SAID BLOCK 5, N 02°31'37" E - 84.55 FEET;
THENCE CONTINUING ALONG SAID WEST LINE, N 02°31'37" E - 69.25 FEET TO THE POINT OF BEGINNING (POB ESMT VAC);
THENCE CONTINUING ALONG SAID WEST LINE, N 02°31'37" E - 5.00 FEET;
THENCE LEAVING SAID WEST LINE, S 87°08'09" E - 85.41 FEET;
THENCE S 02°31'36" W - 5.00 FEET;
THENCE N 87°08'09" W - 85.41 FEET TO THE POINT OF BEGINNING (POB ESMT VAC), CONTAINING 427 SQ. FT., OR 0.01 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04804-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, DOCUMENT 881-620

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 5:

PARCEL #5 - LOTS TEN (10), ELEVEN (11) AND TWELVE (12) AND LOTS ONE (1), TWO (2), THREE (3) AND THE NORTH FIVE (5) FEET OF LOT FOUR (4), ALL IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

EASEMENT VACATION 1 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 10' UTILITY EASEMENT PER DOCUMENT 881-620 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 1) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET;
THENCE N 02°36'14" E - 54.57 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 1);
THENCE N 02°36'14" E - 4.57 FEET;
THENCE N 87°08'09" W - 121.88 FEET;
THENCE N 87°08'09" W - 85.41 FEET TO THE WEST LINE OF SAID BLOCK 5;
THENCE ALONG SAID WEST LINE, N 02°31'37" E - 5.00 FEET;
THENCE LEAVING SAID WEST LINE, S 87°08'09" E - 414.59 FEET TO THE EAST LINE OF SAID BLOCK 5;
THENCE ALONG SAID EAST LINE, S 02°40'52" W - 9.52 FEET;
THENCE LEAVING SAID EAST LINE, N 87°09'02" W - 207.28 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 1), CONTAINING 3,015 SQ. FT., OR 0.069 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04807-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, DOCUMENT 881-620

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 3:

PARCEL #3 - ONE HUNDRED TWENTY-SEVEN (127) FEET OFF OF THE EAST END OF LOTS NUMBERED SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 2 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 10' UTILITY EASEMENT PER DOCUMENT 881-620 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 2) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET;
THENCE N 02°36'14" E - 54.57 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 2);
THENCE S 02°36'14" W - 0.43 FEET;
THENCE N 87°08'09" W - 121.88 FEET;
THENCE N 02°31'36" E - 5.00 FEET;
THENCE S 87°08'09" E - 121.88 FEET;
THENCE S 02°36'14" W - 4.57 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 2), CONTAINING 609 SQ. FT., OR 0.014 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04805-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, DOCUMENT 881-620

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 1:

PARCEL #1 - FORTY-FIVE (45) FEET OF EQUAL AND UNIFORM WIDTH OFF THE SOUTH SIDE OF LOT NUMBERED FOUR (4) AND TEN (10) FEET OF EQUAL AND UNIFORM WIDTH OFF THE NORTH SIDE OF LOT NUMBERED FIVE (5) IN BLOCK NUMBERED FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 3 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 10' UTILITY EASEMENT PER DOCUMENT 881-620 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 3) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET;
THENCE N 02°36'14" E - 54.57 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 3);
THENCE S 87°09'02" E - 207.28 FEET TO THE EAST LINE OF SAID BLOCK 5;
THENCE ALONG SAID EAST LINE, S 02°40'52" W - 0.48 FEET;
THENCE LEAVING SAID EAST LINE, N 87°08'09" W - 207.28 FEET;
THENCE N 02°36'14" E - 0.43 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 3), CONTAINING 94 SQ. FT., OR 0.002 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04804-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, ORDINANCE # 2110 (887-319)

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 5:

PARCEL #5 - LOTS TEN (10), ELEVEN (11) AND TWELVE (12) AND LOTS ONE (1), TWO (2), THREE (3) AND THE NORTH FIVE (5) FEET OF LOT FOUR (4), ALL IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

EASEMENT VACATION 1 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 20' UTILITY EASEMENT PER ORDINANCE #2110 (887-319) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 1) AT THE NORTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE NORTH LINE OF SAID BLOCK 5 N 87°05'31" W - 197.49 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 1);
THENCE LEAVING SAID NORTH LINE, S 02°36'14" W - 153.28 FEET;
THENCE N 87°09'02" W - 10.00 FEET;
THENCE N 02°36'14" E - 4.57 FEET;
THENCE N 87°08'09" W - 10.00 FEET;
THENCE N 02°36'14" E - 148.73 FEET TO SAID NORTH LINE OF BLOCK 5;
THENCE ALONG SAID NORTH LINE, S 87°05'31" E - 20.00 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 1), CONTAINING 3,020 SQ. FT., OR 0.069 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04805-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, ORDINANCE # 2110 (887-319)

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 1:

PARCEL #1 - FORTY-FIVE (45) FEET OF EQUAL AND UNIFORM WIDTH OFF THE SOUTH SIDE OF LOT NUMBERED FOUR (4) AND TEN (10) FEET OF EQUAL AND UNIFORM WIDTH OFF THE NORTH SIDE OF LOT NUMBERED FIVE (5) IN BLOCK NUMBERED FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 2 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 20' UTILITY EASEMENT PER ORDINANCE #2110 (887-319) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 2) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 2);
THENCE N 02°36'14" E - 54.57 FEET;
THENCE S 87°09'02" E - 10.00 FEET;
THENCE S 02°36'14" W - 54.57 FEET;
THENCE N 87°09'55" W - 10.00 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 2), CONTAINING 546 SQ. FT., OR 0.013 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04806-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, ORDINANCE # 2110 (887-319)

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 2:

PARCEL #2 - THE SOUTH FORTY (40) FEET OF LOT NUMBERED FIVE (5) AND ALL OF LOT NUMBERED SIX (6) IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 3 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 20' UTILITY EASEMENT PER ORDINANCE #2110 (887-319) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 3) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 3);
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 99.49 FEET;
THENCE S 87°09'55" E - 10.00 FEET;
THENCE S 02°36'14" W - 99.49 FEET TO SAID SOUTH LINE OF BLOCK 5;
THENCE ALONG SAID SOUTH LINE, N 87°10'58" W - 10.00 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 3), CONTAINING 995 SQ. FT., OR 0.023 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0004
EXHIBIT 'B'

PARCEL 765-04807-000
KERR INVESTMENT COMPANY
EASEMENT VACATION, ORDINANCE # 2110 (887-319)

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 3:

PARCEL #3 - ONE HUNDRED TWENTY-SEVEN (127) FEET OFF OF THE EAST END OF LOTS NUMBERED SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

EASEMENT VACATION 4 DESCRIPTION:

A VARIABLE WIDTH VACATION OF A 20' UTILITY EASEMENT PER ORDINANCE #2110 (887-319) IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC ESMT VAC 4) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 207.08 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 4);
THENCE CONTINUING ALONG SAID SOUTH LINE, N 87°10'58" W - 10.00 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°36'14" E - 158.64 FEET;
THENCE S 87°08'09" E - 10.00 FEET;
THENCE S 02°36'14" W - 4.57 FEET;
THENCE S 02°36'14" W - 54.57 FEET;
THENCE S 02°36'14" W - 99.49 FEET TO THE POINT OF BEGINNING (POB ESMT VAC 4), CONTAINING 1,586 SQ. FT., OR 0.036 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

April 14, 2025

City Council
Fayetteville Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: Utility Easement Vacation Request for VERVE Student Housing

City Council,

Please accept this Utility Easement Vacation request for the VERV Student Housing development located at 191 S. Hill Avenue , Fayetteville, AR, 72701. These Utility Easement Vacation requests are to remove existing utility easements dedicated to the City of Fayetteville for use in placing public infrastructure through the property to accommodate on-site developments. The easements in question are approximately 10,193 sq ft for two utility easements that bisect the project site, as well as approximately 7,220 sq. ft. of a blanket utility easement at the project site's southwest corner. The intent of this request is to remove the encroachment of these utility easements to accommodate the proposed building footprint.

If you should have any questions, please do not hesitate to contact me. We appreciate your continued support of this project.

Sincerely,
McClelland Consulting Engineers, Inc.



Adam B. Osweiler, PE
Principal | Sr. Project Manager
(479) 443.2377
aosweiler@mce.us.com



1580 East Stearns St.
Fayetteville, AR 72703
(479) 443.2377 P | (479) 443.9241 F
mce.us.com

April 14, 2025

TO: Fayetteville Planning Commission & City Council
RE: VERVE Student Housing General Utility Easement Vacation Petition

PETITION TO VACATE BLANKET AND GENERAL UTILITY EASEMENTS LOCATED IN PARTS OF BLOCK 5 IN VARIOUS LOTS OF THE DUNCAN'S, I.W. ADD SUBDIVISION OF THE ORIGINAL TOWN OF FAYETTEVILLE, CITY OF FAYETTEVILLE, ARKANSAS.

We, the undersigned, being all the owners of the real estate abutting the easements hereinafter sought to be abandoned and vacated, lying in Block 5 of various lots of the Duncan's, I.W. Add subdivision of the Original Town of Fayetteville, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate blanket and general utility easements which is as follows:

See attached descriptions and exhibits for each easement requested to be vacated.

That the abutting real estate affected by said abandonment of the easements are a part of Block 5 of various lots of the Duncan's, I.W. Add subdivision of the Original Town of Fayetteville, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above-described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject, however, to existing easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said easements, and that title to said real estate sought to be abandoned by vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said real estate.

Sincerely,

Katherine Faught of Kerr Investment Company

DocuSigned by:
4/15/2025
KATHERINE FAUGHT
B18CCE3CC08940F...

Marcus and Alexis Necessary of 98 Duncan LLC

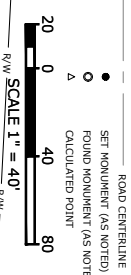
Signed by:
4/15/2025
MJ
8070C468AA0C431...

DocuSigned by:
4/15/2025
[Signature]
F9878109F01A4E3...

Kim and Cecily Brawner of Brawner Real Estate LLC

DocuSigned by:
4/15/2025
Kim Brawner
36959E43DA43435...

Signed by:
4/14/2025
Cecily Brawner
B66067490D89406...



_____ PROPERTY / RIGHT-OF-WAY
 _____ PROPERTY LINE REMAINING
 _____ MASTER STREET PLACEMENT
 _____ ADJONER PROPERTY
 _____ EASEMENT LINE
 _____ RIGHT-OF-WAY LINE
 _____ LOT LINE
 _____ SETBACK LINE
 _____ FENCE
 _____ ROAD CENTERLINE

LEADING

ADJOINER LIST

Alc

OWNER: ADAM, JOHN E
MAILING ADDRESS: 18310 CANTERING W
FAVETTEVILLE, AR 72701-5622
ZONE: MSC
DEED: 93-17965

MCCLELLAND
CONSULTING
ENGINEERS,
E. STEARNS ST.
TEVILE, AR 72703
(79) 443-2377
//WWW.MCE.US.COM

MAILING ADDRESS: 34 LOCUST GROVE E
RHINEBECK, NY 12572
ZONE: DG
DEED: 2021-9520

4 PARCEL ID: 765-09773-000
OWNER: ECO FLATS LLC
MAILING ADDRESS: 15 N CHURCH
FAVETTILLE, AR 72701
ZONE: DG
DEED: 2010-33827

00,

mc
DESIGNED TO S

15
FAYE

HTT

©2025

OWNER: WHITE ROCK INVESTMENTS LLC
MAILING ADDRESS: P O BOX 8216
FAIRTEVILLE, AR 72703
ZONE: RMF-40
DEED: 2016-22055

LINE ADJUSTMENT
804-000, 765-04805-00
-04807-000, 765-04808
765-04809-000
L. DUNCAN'S ADDITION
VILLAGE, ARKANSAS

8 PARCEL ID: 765-09779-000
OWNER: KOCH, TIMOTHY E & SONIA L
MAILING ADDRESS: 1025 DUNCAN AVE
FAVETTEVILLE, AR 72701-5631
ZONE: RMF-40
DEED: 94-6954

PROPER
PARCELS 765-
765-04806-000, 7
AND
BLOCK 5, I
FAYET

OWNER: MICK, EDWARD A & ELIZABETH
MAILING ADDRESS: 101 S DUNCAN AVE
FAVETTEVILLE, AR 72701
ZONE: MSC
DEED: 99-98790

10 PARCEL ID: 765-04814-0-000
OWNER: SOUTH DUNCAN PROPERTIES L
MAILING ADDRESS: 4375 N VANTAGE DR
FAVETTEVILLE, AR 72703-4982
ZONE: MSC
DEED: 2024-33481

811.
Know what's below.
Call before you dig.

OWNER: MICK, EDWARD A & ELIZABETH
MAILING ADDRESS: 101 S DUNCAN AVE
FAITTEVILLE, AR 72701
ZONE: MSC
DEED: 2024-33494

12 PARCEL ID: 765-04813-000
OWNER: OP III FAY S DUNCAN LP
MAILING ADDRESS: 500 W 5TH ST
AUSTIN, TX 78701-3833
ZONE: MSC
DEED: 2024-33495

[illegible]

14 PARCEL ID: 765-04811-000
OWNER: SMITH, TRAVIS A & RACHAEL S
MAILING ADDRESS: 311 LEE ANN WAY
PRAIRIE GROVE, AR 72753
ZONE: RMF-40
DEED: 2017-17076

REV		
REV	DATE	

LES PARCEL ID: 765-04810-000
 OWNER: OP III FAY S DUNCAN LP
 MAILING ADDRESS: 500 W 5TH ST
 AUSTIN, TX 78701-3833
 ZONE: MSC
 DEED: 2024-33488

PROPERTY
LINE
ADJUSTMENT

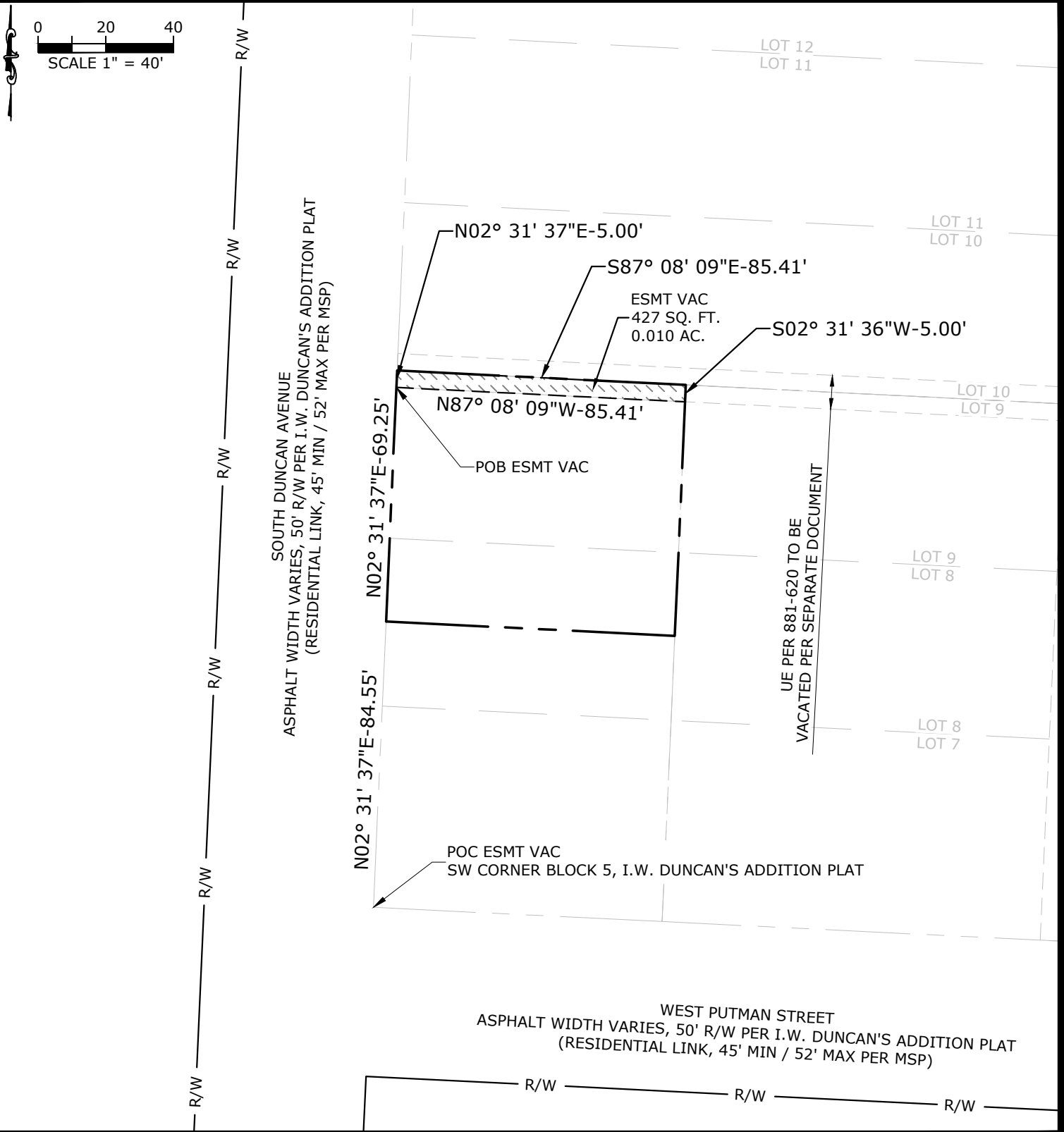


DATE:	1/29/2025	REVISION:	
SCALE:		PROJ. NUMBER:	
AS NOTED		242129	
2/2			

9/2025	REVISION:
NOTED	PROJ. NUM: 242129

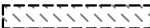
2/2

W:\2024\24-2129 - FAYETTEVILLE, AR - VERVE HOUSING PROJECT LSD SURVEY\BOUNDARY DRAFTING\REV\NEW-CD-242129 VACATION EXHIBITS REV 1.DWG



LEGEND

765-04809-000 — TAX PARCEL NUMBER
2024-00002146 — DEED RECORD
— — — — — EXISTING PROPERTY LINE

 RIGHT-OF-WAY VACATION
 EASEMENT VACATION

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
AO	DB
DATE:	REVISION:
03/26/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	242129

EXHIBIT "A"
MAP

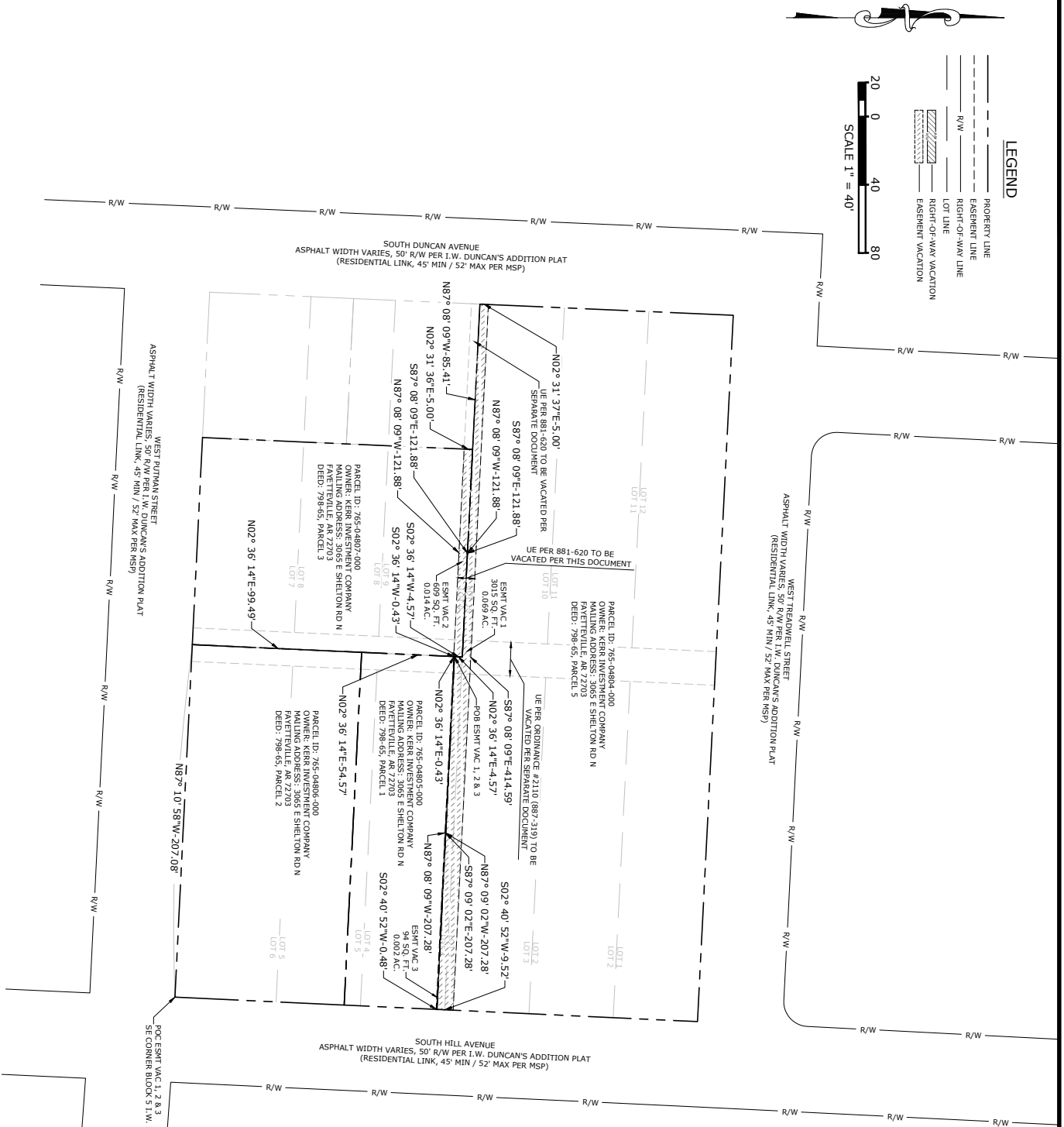
VERVE HOUSING PROJECT LSD
FAYETTEVILLE, ARKANSAS

BRAWNER REAL ESTATE LLC

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

EX-1

03/25



LEGEND	
	PROPERTY LINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	LOT LINE
	RIGHT-OF-WAY VACATION
	EASEMENT VACATION



PROJ. MANAGER	
AO	DB
DATE	REVISION
03/26/2025	
AS NOTED	PROJ. NUMBER
242129	
EXHIBIT "A" MAP	

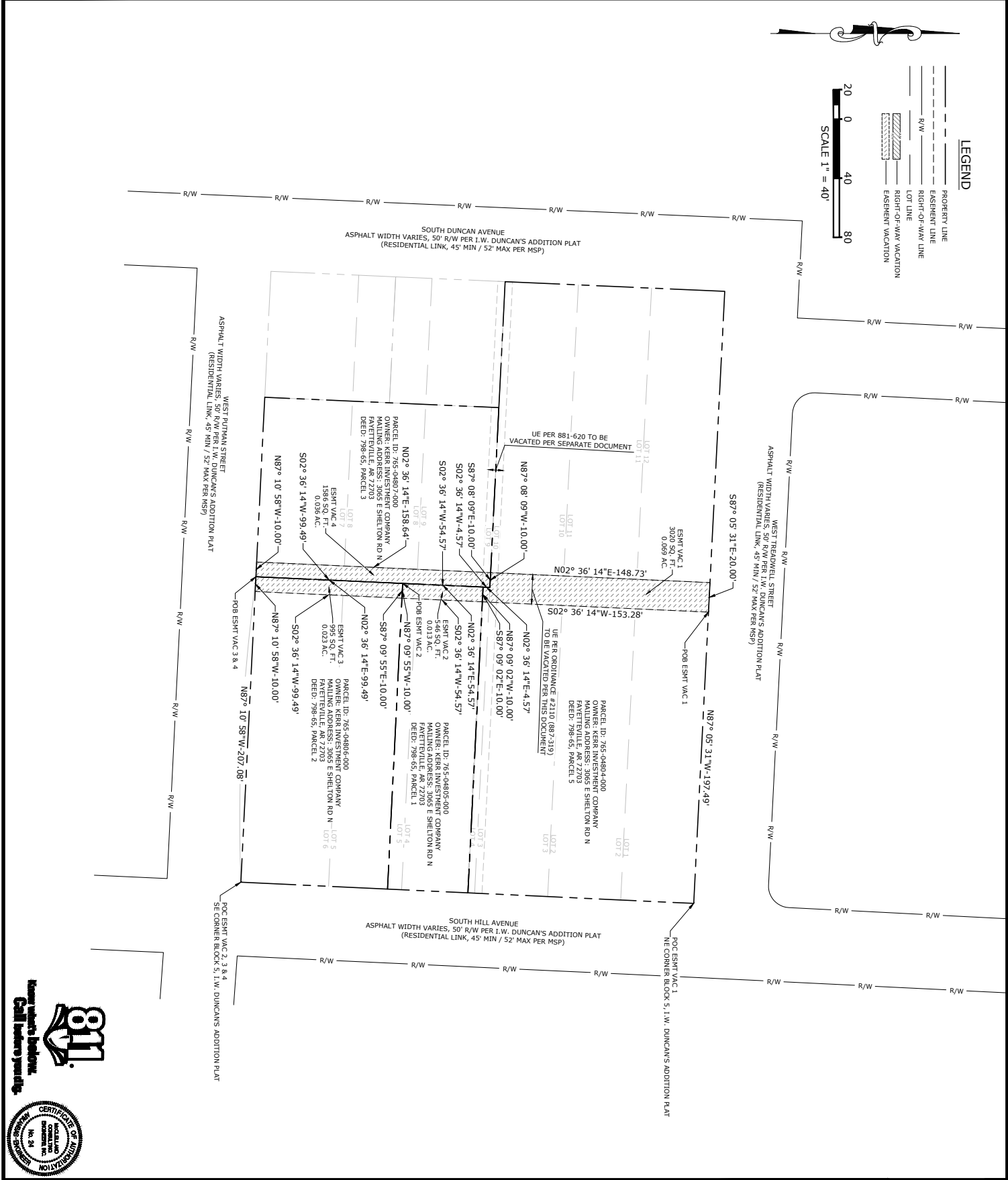
EASEMENT VACATION EXHIBIT

REVISIONS		
REV	DATE	DESCRIPTION

VERVE HOUSING PROJECT LSD
EASEMENT VACATION EXHIBIT

FAYETTEVILLE, ARKANSAS

MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM



PROJ. MANAGER AO DATE 03/26/2025 SCALE AS NOTED EXHIBIT "A" MAP		DRAWN BY DB REVISION PROJ. NUMBER 242129		EASEMENT VACATION EXHIBIT		REVISIONS		VERVE HOUSING PROJECT LSD EASEMENT VACATION EXHIBIT FAYETTEVILLE, ARKANSAS		MCE McClelland CONSULTING ENGINEERS, INC. 1580 E. STEARNS ST. FAYETTEVILLE, AR 72703 (479) 443-2377 HTTP://WWW.MCE.US.COM	
REV	DATE	DESCRIPTION									



MEETING OF MAY 6, 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: **VAC-2025-0005: Vacation (191 S. HILL AVE./VERVE, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 191 S. HILL AVE in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.90 acres. The request is to vacate 0.05 acres of right-of-way.**

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC-2025-0005** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense, and
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

BACKGROUND:

The subject area is in central Fayetteville approximately 300 feet east of Harmon Field and 900 feet northeast of Fayetteville High School. The overall 2.9-acre subject area contains multiple parcels and is bound by W. Treadwell St. to the north, S. Hill Ave. to the east, W. Putnam St. to the south, and S. Duncan Ave. to the west. The area is currently developed with apartments, single-family dwellings, and a largely undeveloped parcel with off-site parking, with structures being built between 1931 and 1964 according to Washington County records. 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, with a Bill of Assurance (RZN-2024-0018). A large-scale development was denied by the Planning Commission and approved by the City Council on appeal in early 2025 to develop the subject property with a total of 272 multi-family units and associated parking (LSD-2024-0029).

Request: The applicant proposes to vacate a portion of developed street right-of-way totaling 0.05 acres, ranging from 0.0' - 0.8' wide along W. Treadwell St., 0.0' - 2.9' wide along W. Putnam Street, 2.95' - 4.7' wide along S. Hill Ave. An independent request for utility easement vacation is being considered separately.

DISCUSSION:

Staff and the Planning Commission support the applicant's request to vacate a portion of right-of-way. The approved large-scale development included a mixture of right-of-way vacations and dedications to align master street plan requirements with existing road centerlines. The proposed right-of-way vacation generally align with that approval, with minor changes after survey discrepancies were discovered and resolved. The total proposed vacation measures 0.05 acres and would still provide the necessary right-of-way for the adjacent streets to meet master street plan requirements.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

At the April 14, 2025, Planning Commission meeting, this item was unanimously forwarded 7-0-0 to City Council with a recommendation of approval. Commissioner Castin motioned, and Commissioner Payne seconded. The applicant team affirmed that the approved large-scale development plans included a mix of right-of-way vacations and dedication to align master street plan improvements with the existing streets and that an easement plat would be submitted this week accordingly. One member of the public spoke on the item, stating that he was not opposed to this specific request but cautioning the Commission to consider potential impacts of relatively small requests in overall projects. There was no discussion by the Commission.

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 #: 2025-522

VACATION-2025-0005: (191 S. HILL AVE./VERVE, 522 - STREET RIGHT-OF-WAY):

AN ORDINANCE TO APPROVE VAC-25-05 FOR PROPERTY LOCATED AT 191 SOUTH HILL AVENUE IN WARD 2 TO VACATE 0.05 ACRES OF STREET RIGHT-OF-WAY

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of street right-of-way is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of right-of-way easements as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following ongoing conditions:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense.
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

City of Fayetteville Staff Review Form

2025-522

Item ID

5/6/2025

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

Jonathan Curth

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0005: Vacation (191 S. HILL AVE./VERVE, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 191 S. HILL AVE in WARD 2. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.90 acres. The request is to vacate 0.05 acres of right-of-way.

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: _____

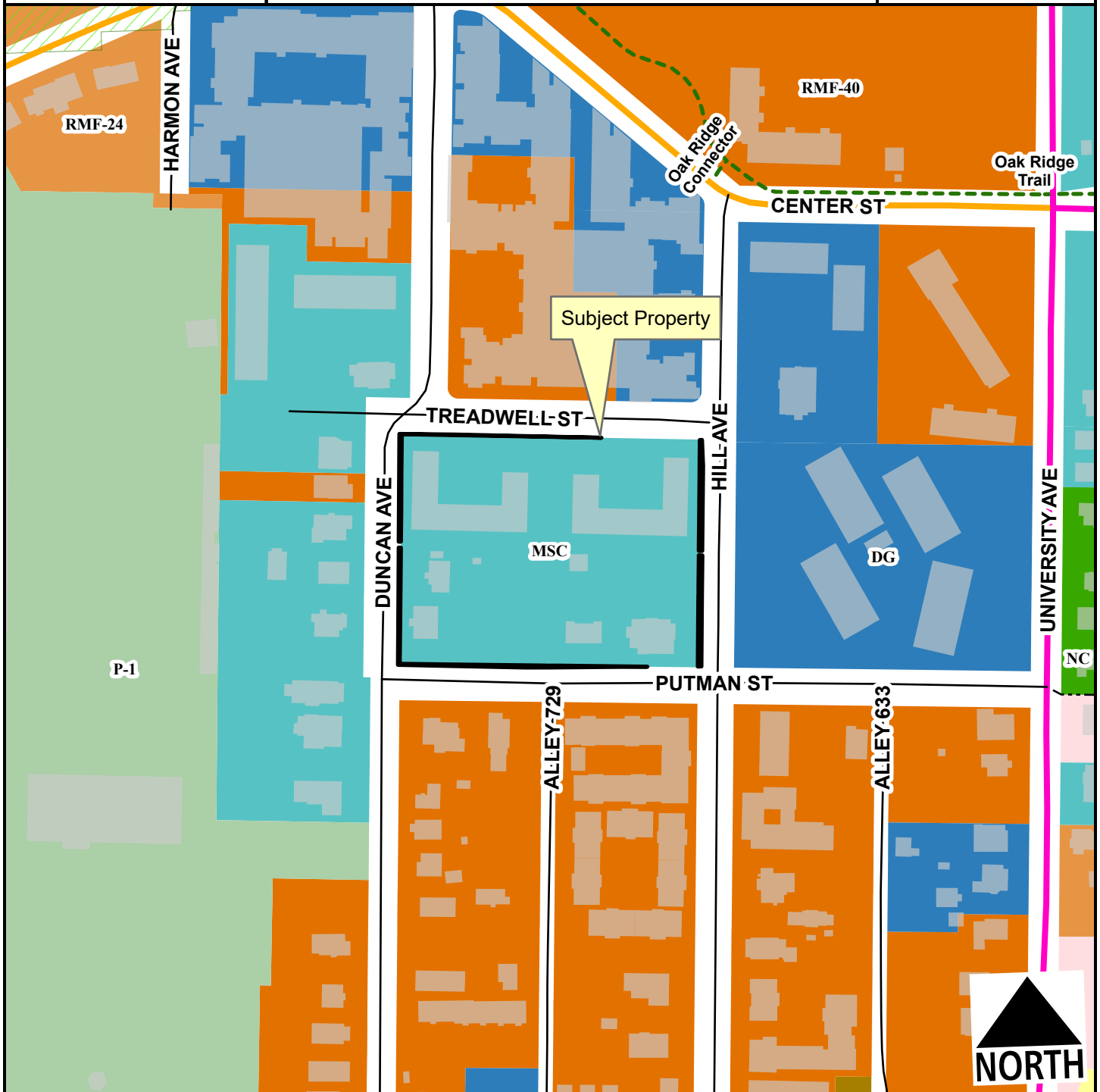
Comments:

VAC-2025-0005

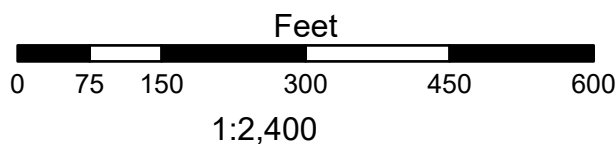
191 S. HILL AVE

VAC-2025-0005
EXHIBIT 'A'

Close Up View



- Neighborhood Link
- Urban Center
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District



- RSF-4
- RI-U
- RMF-24
- RMF-40
- Residential-Office
- Main Street Center
- Downtown General
- Neighborhood Conservation
- P-1

VAC-2025-0005
EXHIBIT 'B'

PARCEL 765-04808-000
98 DUNCAN LLC
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 2020-00031155:

THE WEST 81.48 FEET OF LOT 7, AND THE WEST 81.48 FEET OF THE SOUTH 25 FEET OF LOT 8, IN BLOCK 5, 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. SUBJECT TO A PERPETUAL EASEMENT FOR WATER LINES, SEWER LINES, AND GAS LINES ACROSS SAID LOTS AS MENTIONED IN DEED RECORD BOOK 400 AT PAGE 339 AND DEED RECORD BOOK 378 AT PAGE 620.

GIS Approved
04/07/2025

RIGHT-OF-WAY VACATION DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF WEST PUTMAN STREET AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC) AT THE SOUTHWEST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, S 87°10'58" E - 1.64 FEET TO THE POINT OF BEGINNING (POB R/W VAC);
THENCE CONTINUING ALONG SAID SOUTH LINE, S 87°10'58" E - 83.77 FEET;
THENCE LEAVING SAID SOUTH LINE, S 02°31'36" W - 2.08 FEET;
THENCE N 86°36'14" W - 83.78 FEET;
THENCE N 02°47'38" E - 1.23 FEET TO THE POINT OF BEGINNING (POB R/W VAC), CONTAINING 139 SQ. FT., OR 0.003 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0005
EXHIBIT 'B'

PARCEL 765-04804-000
KERR INVESTMENT COMPANY
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 5:

PARCEL #5 - LOTS TEN (10), ELEVEN (11) AND TWELVE (12) AND LOTS ONE (1), TWO (2), THREE (3) AND THE NORTH FIVE (5) FEET OF LOT FOUR (4), ALL IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

GIS Approved
04/07/2025

RIGHT-OF-WAY VACATION 1 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF WEST TREADWELL STREET AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC 1) AT THE NORTHWEST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE NORTH LINE OF SAID BLOCK 5, S 87°07'31" E - 3.07 FEET TO THE POINT OF BEGINNING (POB R/W VAC 1);
THENCE LEAVING SAID NORTH LINE, N 02°47'38" E - 0.43 FEET;
THENCE S 87°23'18" E - 77.76 FEET;
THENCE S 86°51'39" E - 206.04 FEET TO THE NORTH LINE OF SAID BLOCK 5;
THENCE ALONG SAID NORTH LINE, N 87°05'31" W - 283.80 FEET TO THE POINT OF BEGINNING (POB R/W VAC 1), CONTAINING 135 SQ. FT., OR 0.003 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

RIGHT-OF-WAY VACATION 2 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF SOUTH HILL AVENUE AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GIS Approved
04/07/2025

COMMENCING (POC R/W VAC 2) AT THE NORTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE EAST LINE OF SAID BLOCK 5, S 02°40'52" W - 0.52 FEET TO THE POINT OF BEGINNING (POB R/W VAC 2);
THENCE LEAVING SAID EAST LINE, S 86°51'39" E - 2.95 FEET;
THENCE S 00°04'41" E - 35.88 FEET;
THENCE S 02°41'14" W - 116.71 FEET;
THENCE N 87°09'02" W - 4.66 FEET TO THE EAST LINE OF SAID BLOCK 5;
THENCE ALONG SAID EAST LINE, N 02°40'52" E - 152.56 FEET TO THE POINT OF BEGINNING (POB R/W VAC 2), CONTAINING 682 SQ. FT., OR 0.016 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0005
EXHIBIT 'B'

PARCEL 765-04805-000
KERR INVESTMENT COMPANY
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 1:

PARCEL #1 - FORTY-FIVE (45) FEET OF EQUAL AND UNIFORM WIDTH OFF THE SOUTH SIDE OF LOT NUMBERED FOUR (4) AND TEN (10) FEET OF EQUAL AND UNIFORM WIDTH OFF THE NORTH SIDE OF LOT NUMBERED FIVE (5) IN BLOCK NUMBERED FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

GIS Approved
04/07/2025

RIGHT-OF-WAY VACATION 3 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF SOUTH HILL AVENUE AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC 3) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE EAST LINE OF SAID BLOCK 5, N 02°40'52" E - 1.16 FEET;
THENCE CONTINUING ALONG SAID EAST LINE, N 02°40'52" E - 98.26 FEET TO THE POINT OF BEGINNING (POB R/W VAC 3);
THENCE CONTINUING ALONG SAID EAST LINE, N 02°40'52" E - 54.52 FEET;
THENCE LEAVING SAID EAST LINE, S 87°09'02" E - 4.66 FEET;
THENCE S 02°41'14" W - 54.52 FEET;
THENCE N 87°09'55" W - 4.66 FEET TO THE POINT OF BEGINNING (POB R/W VAC 3), CONTAINING 254 SQ. FT., OR 0.006 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0005
EXHIBIT 'B'

PARCEL 765-04806-000
KERR INVESTMENT COMPANY
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 2:

PARCEL #2 - THE SOUTH FORTY (40) FEET OF LOT NUMBERED FIVE (5) AND ALL OF LOT NUMBERED SIX (6) IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RIGHT-OF-WAY VACATION 4 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF SOUTH HILL AVENUE AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GIS Approved
04/07/2025

COMMENCING (POC R/W VAC 4) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE EAST LINE OF SAID BLOCK 5, N 02°40'52" E - 1.16 FEET TO THE POINT OF
BEGINNING (POB R/W VAC 4);
THENCE CONTINUING ALONG SAID EAST LINE, N 02°40'52" E - 98.26 FEET;
THENCE LEAVING SAID EAST LINE, S 87°09'55" E - 4.66 FEET;
THENCE S 02°41'14" W - 98.20 FEET;
THENCE N 87°52'00" W - 4.65 FEET TO THE POINT OF BEGINNING (POB R/W VAC 4), CONTAINING 457
SQ. FT., OR 0.010 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

VAC-2025-0005
EXHIBIT 'B'

RIGHT-OF-WAY VACATION 5 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF WEST PUTMAN STREET AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GIS Approved
04/07/2025

COMMENCING (POC R/W VAC 5) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 69.58 FEET TO THE POINT OF
BEGINNING (POB R/W VAC 5);
THENCE LEAVING SAID SOUTH LINE, N 88°11'58" W - 137.50 FEET;
THENCE N 02°36'14" E - 2.44 FEET TO SAID SOUTH LINE OF BLOCK 5;
THENCE ALONG SAID SOUTH LINE OF BLOCK 5 S 87°10'58" E - 137.49 FEET TO THE POINT OF BEGINNING
(POB R/W VAC 5), CONTAINING 168 SQ. FT., OR 0.004 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-
WAY, OR COVENANTS OF RECORD.

VAC-2025-0005
EXHIBIT 'B'

PARCEL 765-04807-000
KERR INVESTMENT COMPANY
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 3:

PARCEL #3 - ONE HUNDRED TWENTY-SEVEN (127) FEET OFF OF THE EAST END OF LOTS NUMBERED SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RIGHT-OF-WAY VACATION 6 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF WEST PUTMAN STREET AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GIS Approved
04/07/2025

COMMENCING (POC R/W VAC 6) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 69.58 FEET;
THENCE CONTINUING ALONG SAID SOUTH LINE, N 87°10'58" W - 137.49 FEET TO THE POINT OF BEGINNING (POB R/W VAC 6);
THENCE LEAVING SAID SOUTH LINE, S 02°36'14" W - 2.44 FEET;
THENCE N 88°11'58" W - 31.12 FEET;
THENCE N 86°36'14" W - 90.56 FEET;
THENCE N 02°31'36" E - 2.08 FEET TO SAID SOUTH LINE OF BLOCK 5;
THENCE ALONG SAID SOUTH LINE, S 87°10'58" E - 121.67 FEET TO THE POINT OF BEGINNING (POB R/W VAC 6), CONTAINING 314 SQ. FT., OR 0.007 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: April 14, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **VAC-2025-0005: Vacation (191 S. HIL AVE./VERVE, 522):** Submitted by MCCLELLAND CONSIULTING ENGINEERS for property located at 191 S. HILL AVE. The property is zoned MSC, MAIN STREET CENTER and contains approximately 2.90 acres. The request is to vacate 0.05 acres of right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2025-0005** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **VAC-2025-00050** to City Council with a recommendation of approval and with conditions as recommended by staff."*

MARCH 10 AND MARCH 24, 2025, PLANNING COMMISSION MEETINGS:

At the March 10 and March 24, 2025, Planning Commission meeting, the item was tabled at the applicant's request to provide additional time for the applicant to resolve survey discrepancies in the existing right-of-way.

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 2.9-acre 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 area is currently developed with apartments, single-family dwellings, and a largely undeveloped parcel with off-site parking, which were built between 1931 and 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, with a Bill of Assurance (RZN-2024-0018). A large-scale development was denied by the Planning Commission and approved by the City Council on appeal in early 2025 to develop the subject property with a total of 272 multi-family units and associated parking (LSD-2024-0029). 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 proposes to vacate a portion of developed street right-of-way totaling 0.05 acres, ranging from 0.0' - 0.8' wide along W. Treadwell St., 0.0' - 2.9' wide along W. Putnam Street, 2.95' - 4.7' wide along S. Hill Ave.

DISCUSSION:

Staff supports the applicant's request to vacate a portion of right-of-way. The approved large-scale development included a mixture of right-of-way vacations and dedications to align master street plan requirements with existing road centerlines. The proposed right-of-way vacation generally aligns with that approval with minor changes after the survey discrepancies were resolved. The total proposed vacation measures 0.05 acres and would still provide the necessary right-of-way for the adjacent streets to meet master street plan requirements.

Vacation Approval: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses.

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided that any damage or relocation of any Cox facilities will be at the applicant's expense.
AEP/SWEPCO	No objections, provided that easements required by SWEPCO shall be finalized at a later date.
Black Hills Energy	No objections and no comments.
AT&T	No objections, provided any AT&T Facilities located within vacated right-of-way must either be relocated to the proposed right-of-way at the owner's expense or included in a newly created easement to accommodate the existing AT&T infrastructure along S Hill Ave. A UE shall be coordinated and provided should existing AT&T infrastructure be located outside of the proposed ROW.
Ozarks Electric	No objections and no comments.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections and no comments.
Solid Waste & Recycling	No objections and no comments.
Transportation	No objections and no comments.

Public Comment: To date, staff has not received any public comment on this item.

RECOMMENDATION: Staff recommends forwarding **VAC-2025-0005** to City Council with a recommendation of approval, with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense, and
2. Any easements required to serve the associated development shall be dedicated with the easement plat.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>April 14, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: CASTIN	"I move to forward VAC-2025-00050 to City Council with a recommendation of approval and with conditions as recommended by staff."				
Second: PAYNE					
Vote: 7-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Applicant Exhibits
 - Applicant Request Letter
 - Applicant Petition to Vacate
 - Survey – Right-of-way to be Vacated
- One Mile Map
- Close-Up Map
- Current Land Use Map

April 3, 2025

Planning Commission
Fayetteville Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: Right-of-Way Vacation Request for VERVE Student Housing

Planning Commission,

Please accept this Right-of-Way Vacation request for the VERVE Student Housing development located along 191 S. Hill Avenue, Fayetteville, AR, 72701. These ROW Vacation requests are to remove existing ROW along the perimeter of the to accommodate the city's Master Street Plan in reference to the project requirements for street improvements. The ROW in question is approximately 2,134.44 sq ft along the perimeter of the project site. The intent of this request is to remove the encroachment of the ROW to accommodate the proposed building footprint and required Master Street Plan street sections as approved during the Large-Scale Development's ROW determination. The approximate ROW vacation dimension ranges along the four project perimeter streets are as follows:

1. West Treadwell: 0.0' - 0.8'
2. West Putman Street: 0.0' - 2.9'
3. South Hill Avenue: 2.95' - 4.7'
4. South Duncan Avenue: 0.0' - 0.0'

If you should have any questions, please do not hesitate to contact me. We appreciate your continued support of this project.

Sincerely,
McClelland Consulting Engineers, Inc.



Adam B. Osweiler, PE
Principal | Sr. Project Manager
(479) 443.2377
aosweiler@mce.us.com



1580 East Stearns St.
Fayetteville, AR 72703
(479) 443.2377 P | (479) 443.9241 F
mce.us.com

April 3, 2025

TO: Fayetteville Planning Commission & City Council
RE: VERVE Student Housing Right-of-Way Vacation Petition

PETITION TO VACATE STREET RIGHT-OF-WAY IN SOUTH HILL AVE., WEST TREADWELL ST., AND WEST PUTNAM ST. LOCATED IN PARTS OF BLOCK 5 IN VARIOUS LOTS OF THE DUNCAN'S, I.W. ADD SUBDIVISION OF THE ORIGINAL TOWN OF FAYETTEVILLE, CITY OF FAYETTEVILLE, ARKANSAS.

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereinafter sought to be abandoned and vacated, lying in Block 5 of various lots of the Duncan's, I.W. Add subdivision of the Original Town of Fayetteville, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate street right-of-way is as follows:

See attached descriptions and exhibits for each street right-of-way requested to be vacated.

That the abutting real estate affected by said abandonment of the street right-of-way are a part of Block 5 of various lots of the Duncan's, I.W. Add subdivision of the Original Town of Fayetteville, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above-described street right-of-way.

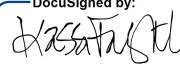
The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject, however, to existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above-described real estate be vested in the abutting property owners as provided by law.

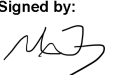
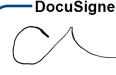
WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said easements, and that title to said real estate sought to be abandoned by vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said real estate.

Sincerely,

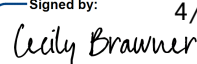
Katherine Faught of Kerr Investment Company

DocuSigned by:  4/4/2025
B180CE30C00949F...

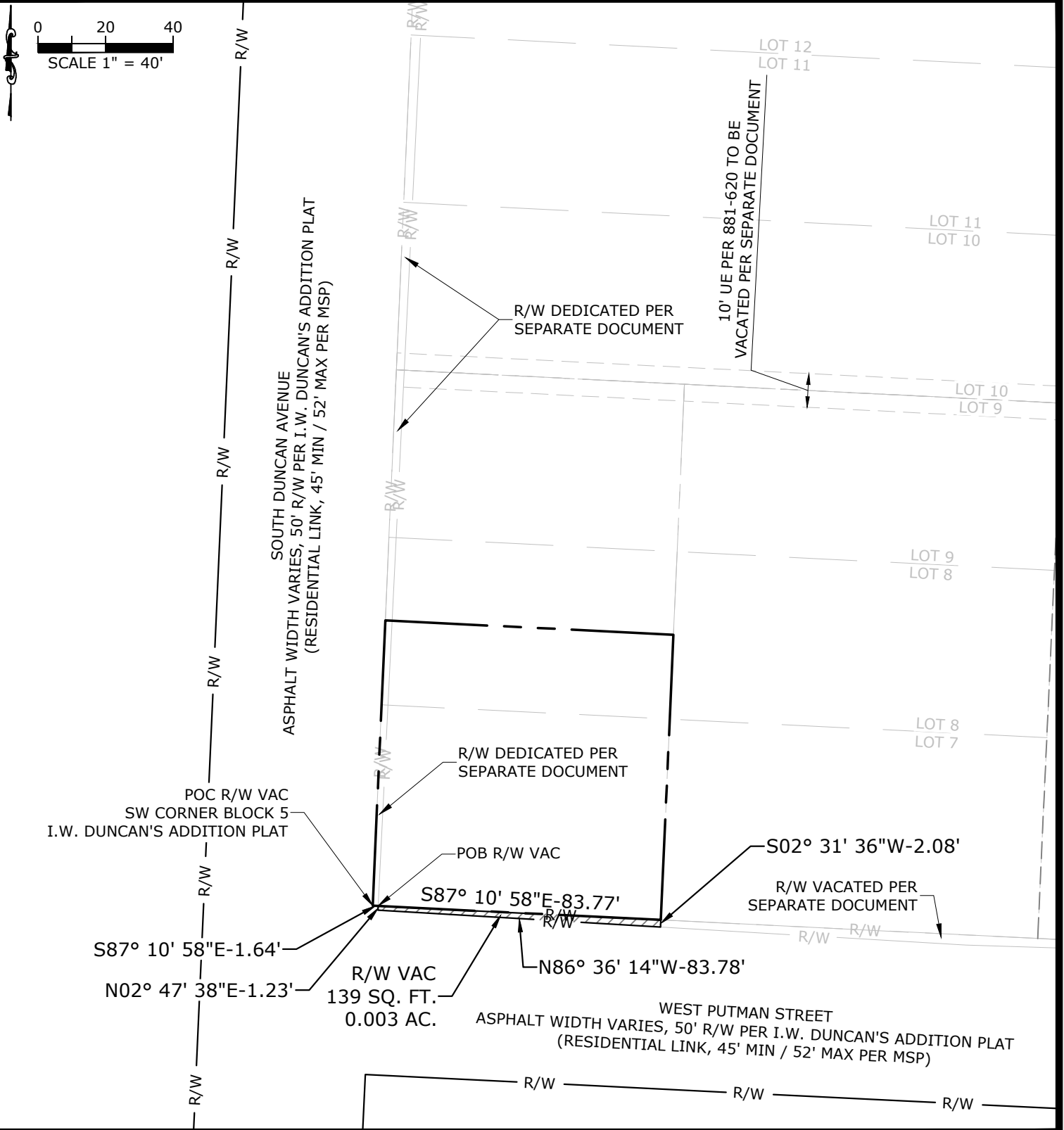
Marcus and Alexis Necessary of 98 Duncan LLC

Signed by:  4/4/2025 
8670C488AA6C431...
DocuSigned by:  4/4/2025
F9878T69F01A4E3...

Kim and Cecily Brawner of Brawner Real Estate LLC

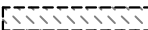
DocuSigned by:  4/4/2025
36859E43DA43435...
Signed by:  4/4/2025
860067490D89406...

W:\2024\24-2129 - FAYETTEVILLE, AR - VERVE HOUSING PROJECT LSD SURVEY\BOUNDARY DRAFTING\REV\NEW-CD-242129 VACATION EXHIBITS REV 1.DWG



LEGEND

765-04808-000 — TAX PARCEL NUMBER
2020-00031155 — DEED RECORD
— EXISTING PROPERTY LINE

 RIGHT-OF-WAY VACATION
 EASEMENT VACATION

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
AO	DB
DATE:	REVISION:
03/26/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	242129

EXHIBIT "A"
MAP

VERVE HOUSING PROJECT LSD
FAYETTEVILLE, ARKANSAS

98 DUNCAN LLC

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.

1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377

Planning Commission

April 14, 2025

VAC-2025-0005 (VERVE)

Page 6 of 16

PARCEL 765-04808-000
98 DUNCAN LLC
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 2020-00031155:

THE WEST 81.48 FEET OF LOT 7, AND THE WEST 81.48 FEET OF THE SOUTH 25 FEET OF LOT 8, IN BLOCK 5, 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. SUBJECT TO A PERPETUAL EASEMENT FOR WATER LINES, SEWER LINES, AND GAS LINES ACROSS SAID LOTS AS MENTIONED IN DEED RECORD BOOK 400 AT PAGE 339 AND DEED RECORD BOOK 378 AT PAGE 620.

RIGHT-OF-WAY VACATION DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF WEST PUTMAN STREET AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC) AT THE SOUTHWEST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, S 87°10'58" E - 1.64 FEET TO THE POINT OF BEGINNING (POB R/W VAC);
THENCE CONTINUING ALONG SAID SOUTH LINE, S 87°10'58" E - 83.77 FEET;
THENCE LEAVING SAID SOUTH LINE, S 02°31'36" W - 2.08 FEET;
THENCE N 86°36'14" W - 83.78 FEET;
THENCE N 02°47'38" E - 1.23 FEET TO THE POINT OF BEGINNING (POB R/W VAC), CONTAINING 139 SQ. FT., OR 0.003 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.



VERVE HOUSING PROJECT LSD
RIGHT-OF-WAY VACATION EXHIBIT
FAYETTEVILLE, ARKANSAS

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
DESIGNED TO SERVE

1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
[HTTP://WWW.MCE.US.COM](http://www.mce.us.com)

VAC-2025-0005 (VERVE)

Page 8 of 16

PARCEL 765-04804-000
KERR INVESTMENT COMPANY
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 5:

PARCEL #5 - LOTS TEN (10), ELEVEN (11) AND TWELVE (12) AND LOTS ONE (1), TWO (2), THREE (3) AND THE NORTH FIVE (5) FEET OF LOT FOUR (4), ALL IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

RIGHT-OF-WAY VACATION 1 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF WEST TREADWELL STREET AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC 1) AT THE NORTHWEST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE NORTH LINE OF SAID BLOCK 5, S 87°07'31" E - 3.07 FEET TO THE POINT OF BEGINNING (POB R/W VAC 1);
THENCE LEAVING SAID NORTH LINE, N 02°47'38" E - 0.43 FEET;
THENCE S 87°23'18" E - 77.76 FEET;
THENCE S 86°51'39" E - 206.04 FEET TO THE NORTH LINE OF SAID BLOCK 5;
THENCE ALONG SAID NORTH LINE, N 87°05'31" W - 283.80 FEET TO THE POINT OF BEGINNING (POB R/W VAC 1), CONTAINING 135 SQ. FT., OR 0.003 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

RIGHT-OF-WAY VACATION 2 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF SOUTH HILL AVENUE AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC 2) AT THE NORTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE EAST LINE OF SAID BLOCK 5, S 02°40'52" W - 0.52 FEET TO THE POINT OF BEGINNING (POB R/W VAC 2);
THENCE LEAVING SAID EAST LINE, S 86°51'39" E - 2.95 FEET;
THENCE S 00°04'41" E - 35.88 FEET;
THENCE S 02°41'14" W - 116.71 FEET;
THENCE N 87°09'02" W - 4.66 FEET TO THE EAST LINE OF SAID BLOCK 5;
THENCE ALONG SAID EAST LINE, N 02°40'52" E - 152.56 FEET TO THE POINT OF BEGINNING (POB R/W VAC 2), CONTAINING 682 SQ. FT., OR 0.016 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

PARCEL 765-04805-000
KERR INVESTMENT COMPANY
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 1:

PARCEL #1 - FORTY-FIVE (45) FEET OF EQUAL AND UNIFORM WIDTH OFF THE SOUTH SIDE OF LOT NUMBERED FOUR (4) AND TEN (10) FEET OF EQUAL AND UNIFORM WIDTH OFF THE NORTH SIDE OF LOT NUMBERED FIVE (5) IN BLOCK NUMBERED FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RIGHT-OF-WAY VACATION 3 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF SOUTH HILL AVENUE AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC 3) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE EAST LINE OF SAID BLOCK 5, N 02°40'52" E - 1.16 FEET;
THENCE CONTINUING ALONG SAID EAST LINE, N 02°40'52" E - 98.26 FEET TO THE POINT OF BEGINNING (POB R/W VAC 3);
THENCE CONTINUING ALONG SAID EAST LINE, N 02°40'52" E - 54.52 FEET;
THENCE LEAVING SAID EAST LINE, S 87°09'02" E - 4.66 FEET;
THENCE S 02°41'14" W - 54.52 FEET;
THENCE N 87°09'55" W - 4.66 FEET TO THE POINT OF BEGINNING (POB R/W VAC 3), CONTAINING 254 SQ. FT., OR 0.006 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

PARCEL 765-04806-000
KERR INVESTMENT COMPANY
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 2:

PARCEL #2 - THE SOUTH FORTY (40) FEET OF LOT NUMBERED FIVE (5) AND ALL OF LOT NUMBERED SIX (6) IN BLOCK FIVE (5) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RIGHT-OF-WAY VACATION 4 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF SOUTH HILL AVENUE AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC 4) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE EAST LINE OF SAID BLOCK 5, N 02°40'52" E - 1.16 FEET TO THE POINT OF
BEGINNING (POB R/W VAC 4);
THENCE CONTINUING ALONG SAID EAST LINE, N 02°40'52" E - 98.26 FEET;
THENCE LEAVING SAID EAST LINE, S 87°09'55" E - 4.66 FEET;
THENCE S 02°41'14" W - 98.20 FEET;
THENCE N 87°52'00" W - 4.65 FEET TO THE POINT OF BEGINNING (POB R/W VAC 4), CONTAINING 457
SQ. FT., OR 0.010 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

RIGHT-OF-WAY VACATION 5 DESCRIPTION:

A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF WEST PUTMAN STREET AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC 5) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 69.58 FEET TO THE POINT OF BEGINNING (POB R/W VAC 5);
THENCE LEAVING SAID SOUTH LINE, N 88°11'58" W - 137.50 FEET;
THENCE N 02°36'14" E - 2.44 FEET TO SAID SOUTH LINE OF BLOCK 5;
THENCE ALONG SAID SOUTH LINE OF BLOCK 5 S 87°10'58" E - 137.49 FEET TO THE POINT OF BEGINNING (POB R/W VAC 5), CONTAINING 168 SQ. FT., OR 0.004 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

PARCEL 765-04807-000
KERR INVESTMENT COMPANY
RIGHT-OF-WAY VACATION

PROPERTY DESCRIPTION PER WARRANTY DEED 798-65, PARCEL 3:

PARCEL #3 - ONE HUNDRED TWENTY-SEVEN (127) FEET OFF OF THE EAST END OF LOTS NUMBERED SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK FIVE (5) OF DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

RIGHT-OF-WAY VACATION 6 DESCRIPTION:

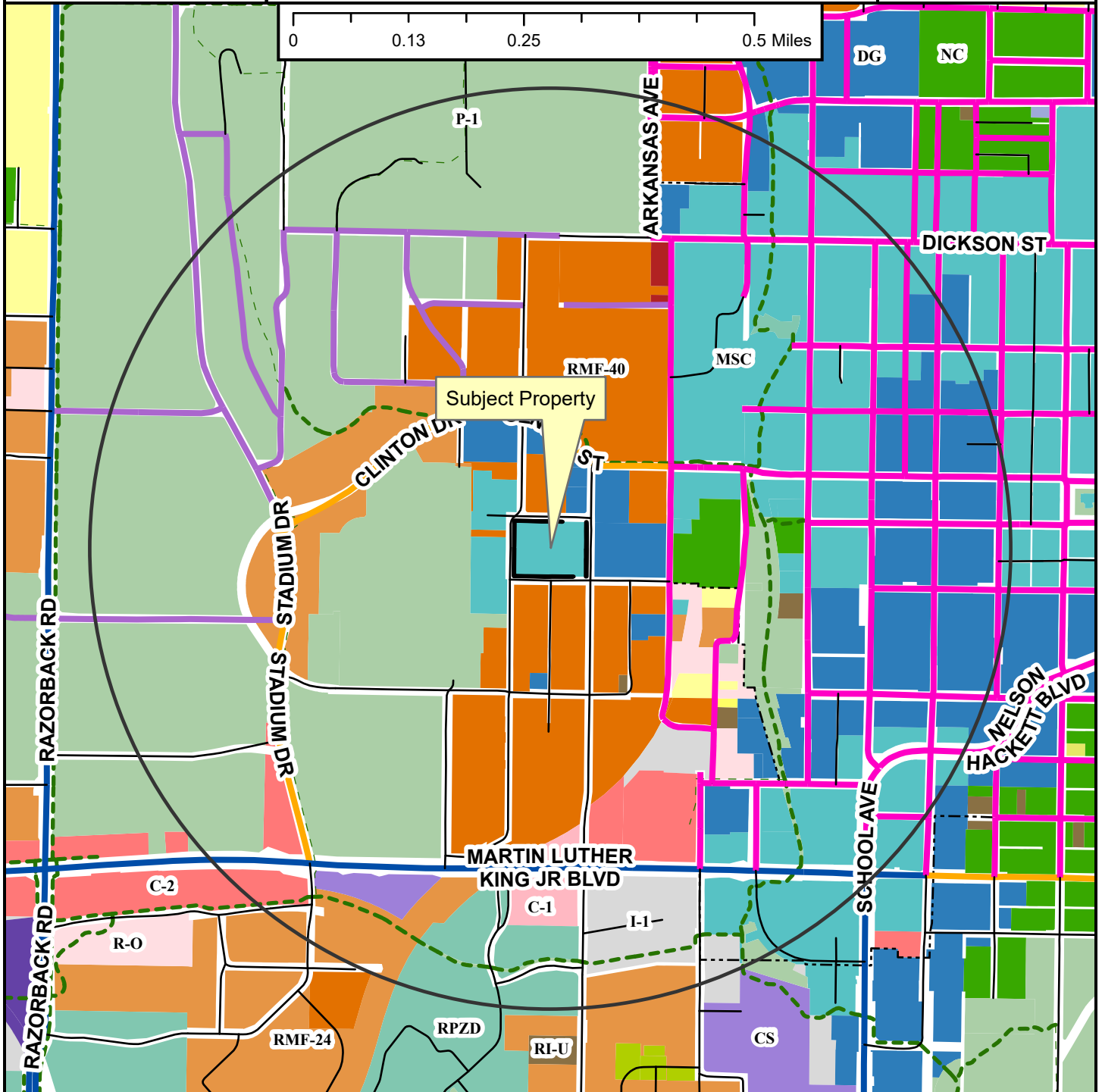
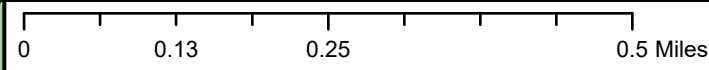
A VARIABLE WIDTH RIGHT-OF-WAY VACATION, SAID RIGHT-OF-WAY VACATION BEING A PART OF THE RIGHT-OF-WAY OF WEST PUTMAN STREET AS SHOWN ON I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC R/W VAC 6) AT THE SOUTHEAST CORNER OF BLOCK 5, I.W. DUNCAN'S ADDITION;
THENCE ALONG THE SOUTH LINE OF SAID BLOCK 5, N 87°10'58" W - 69.58 FEET;
THENCE CONTINUING ALONG SAID SOUTH LINE, N 87°10'58" W - 137.49 FEET TO THE POINT OF BEGINNING (POB R/W VAC 6);
THENCE LEAVING SAID SOUTH LINE, S 02°36'14" W - 2.44 FEET;
THENCE N 88°11'58" W - 31.12 FEET;
THENCE N 86°36'14" W - 90.56 FEET;
THENCE N 02°31'36" E - 2.08 FEET TO SAID SOUTH LINE OF BLOCK 5;
THENCE ALONG SAID SOUTH LINE, S 87°10'58" E - 121.67 FEET TO THE POINT OF BEGINNING (POB R/W VAC 6), CONTAINING 314 SQ. FT., OR 0.007 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

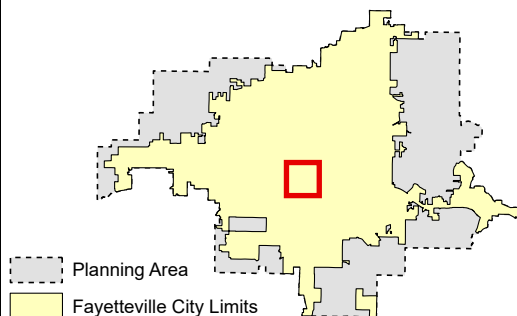
VAC-2025-0005

191 S. HILL AVE

One Mile View



- 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

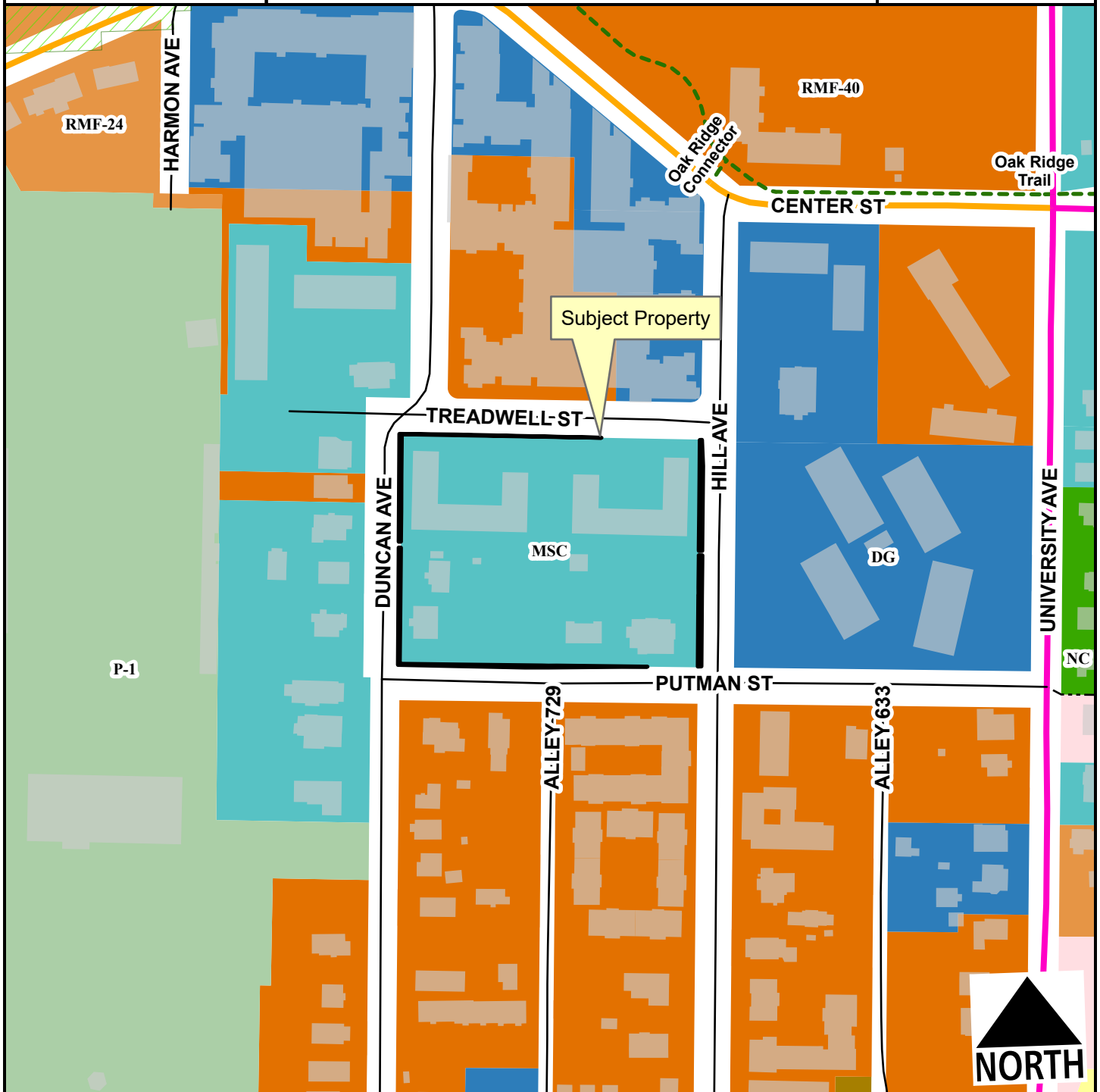


- | | |
|---|--------------------|
| Zoning | EXTRACTION |
| RESIDENTIAL SINGLE-FAMILY | E-1 |
| NS-G | Residential-Office |
| RI-U | C-1 |
| RI-12 | C-2 |
| NS-L | C-3 |
| Residential-Agricultural | |
| RSF-5 | |
| RSF-1 | |
| RSF-2 | |
| RSF-4 | |
| RSF-7 | |
| RSF-8 | |
| RSF-18 | |
| RESIDENTIAL MULTI-FAMILY | |
| RMF-6 | |
| RMF-12 | |
| RMF-13 | |
| RMF-24 | |
| RMF-40 | |
| INDUSTRIAL | |
| I-1 Heavy Commercial and Light Industrial | |
| I-2 General Industrial | |
| COMMERCIAL | |
| CS | |
| 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 | |

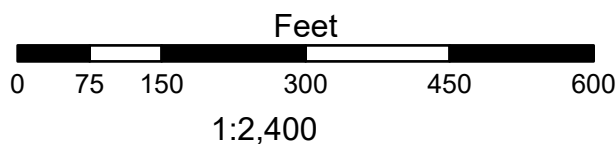
VAC-2025-0005

191 S. HILL AVE

Close Up View



- Neighborhood Link
- Urban Center
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District

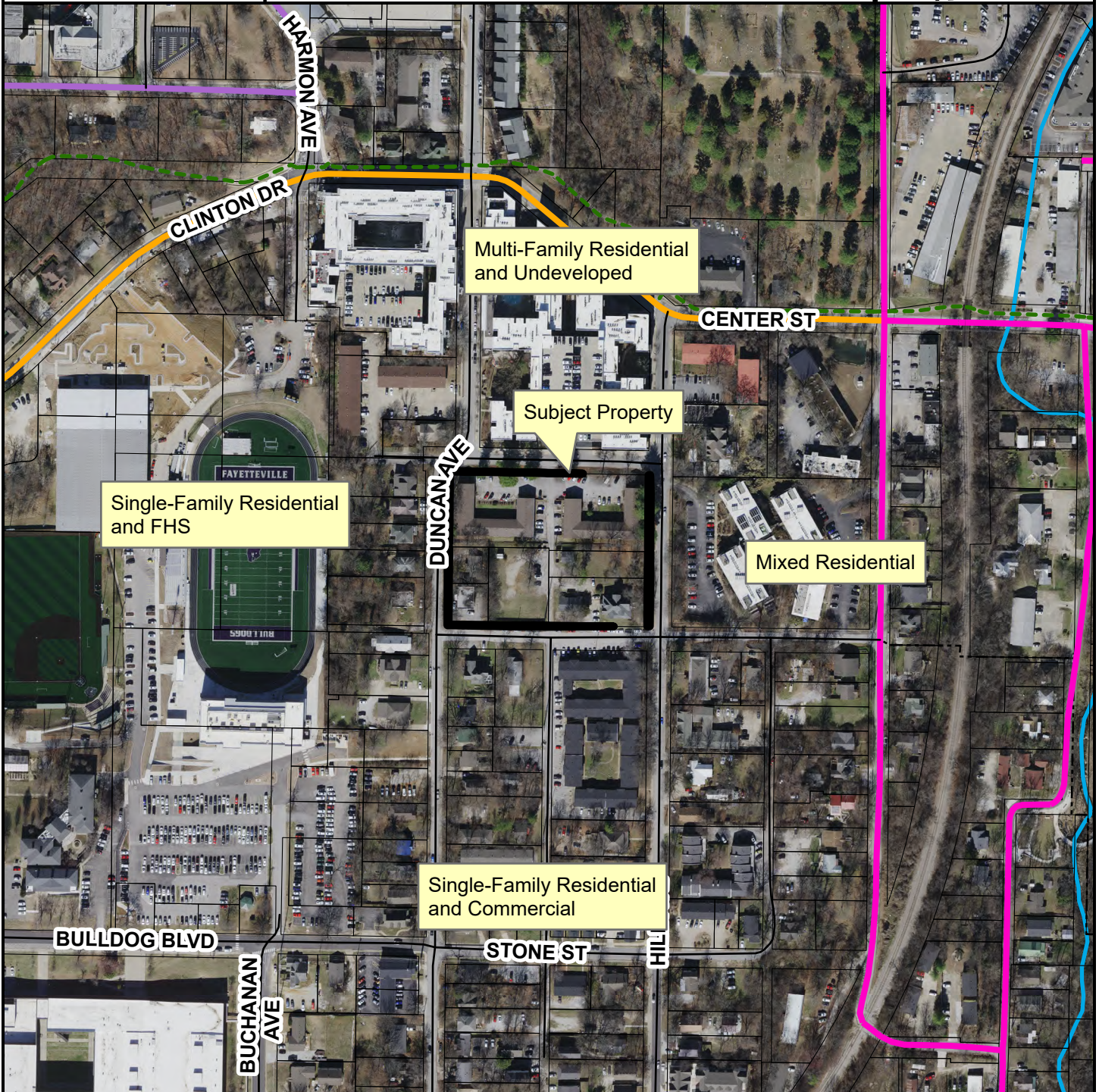


- RSF-4
- RI-U
- RMF-24
- RMF-40
- Residential-Office
- Main Street Center
- Downtown General
- Neighborhood Conservation
- P-1

VAC-2025-0005

191 S. HILL AVE

Current Land Use



- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



MEETING OF MAY 6, 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: Willa Thomason, Urban Forester

SUBJECT: **VAC-2025-0013: Vacation (3661 W WEDINGTON DR.): Submitted by CRAFTON TULL & ASSOCIATES for property located at 3661 W WEDINGTON DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 32.60 acres. The request is to vacate a 0.95-acre tree preservation easement.**

RECOMMENDATION:

Staff recommends conditional approval of **VAC-2025-0013**, the vacation of the tree preservation easement as shown in the attached Exhibit 'C', with the following conditions of approval:

- The applicant must dedicate a new 2.3-acre tree preservation easement approximately 1,200 ft. south of the existing tree preservation easement and directly abutting another existing 5.30-acre tree preservation easement on the Ozarks Electric campus (Exhibit F1).
- The applicant must plant 48 mitigation trees within the existing 5.30-acre easement situated 850 ft. south of the easement to be vacated to mitigate for the removal of 0.69 acres of canopy from within the existing 0.95-acre easement.

BACKGROUND:

The subject property is approximately 0.50 miles west of I-49, north of Owl Creek, and just south of W. Wedington Dr. The site is relatively flat, with elevations ranging from roughly 1,260 ft at the northern edge to 1,240 ft. at the southernmost point adjacent to W. Persimmon St. The property is zoned R-A, Residential-Agricultural and is currently the location of Wesco Distribution Inc. and is a part of the Ozarks Electric campus. Approximately 0.69-acres of the 0.95-acre tree preservation easement are in canopy-cover.

Request: The applicant proposes to vacate a 0.95-acre tree preservation easement on the property that was dedicated in 2008. The easement is located within the Ozarks Electric Cooperative development area.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested easement vacation, with the conditions as outlined above. The 0.95-acre easement the applicant is requesting to vacate is surrounded by an impervious area and is comprised of four species: hardy pecan (*Carya illinoensis*), white ash (*Fraxinus americana*), pin oak (*Quercus pallustris*), and red maple (*Acer rubrum*). While the vacation of this easement would result in the loss of ~0.69 acres of mature tree canopy, the proposed 2.3-acre easement includes approximately 2.2 acres of canopy, translating to a net canopy increase of 1.61 acres. The dedication of this new easement, along with the requirement to install mitigation trees, would increase the contiguous canopy and ecosystem services on this site. The installation of trees will also provide ecosystem services throughout the Owl Creek watershed,

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

helping to slow the rate of storm water runoff, settling and holding sediment and reducing downstream flooding. Additionally, the proposed easement is adjacent to a 5.3-acre existing tree preservation easement, potentially enhancing biodiversity and creating a more robust wildlife habitat corridor.

From a city planning perspective, the existing and proposed easements lie within the same census block group, which has a high Tree Equity Score (TES) of 99—ranking 20th out of 68 block groups in Fayetteville and exceeding the city’s average TES of 87. The area also currently has a 49% tree canopy cover and is considered a low-priority planting area, given its proximity to the city’s 50% canopy goal.

Land use designations also support the proposed change. The existing easement lies within a “City Neighborhood” future land use designation, where development typically features urban landscaping, such as street trees. In contrast, the proposed easement is within both “Residential Neighborhood” and “Natural” designations. These categories emphasize development that respects natural features or preserves wilderness conditions. The proposed easement also falls within the City’s Enduring Green Network, further aligning it with long-term conservation objectives.

In terms of housing supply and development, the vacation does not appear to impact residential development, as the parcel belongs to the Ozark Electric Cooperative campus and is associated with Wesco Distribution Inc. No housing is currently planned, and the applicant may provide more details regarding future use.

In conclusion, while the proposal involves the removal of a mature, healthy, and ecologically valuable easement, the staff-supported alternative offers greater overall benefits in terms of tree canopy protection, ecological connectivity, and alignment with city plans. The recommendation balances environmental stewardship with the city's strategic planning goals.

FACTOR	IMPACT	DISCUSSION	MITIGATING CONDITIONS
Preservation of Existing Tree Canopy			
Net Easement Change	Positive (+)	The applicant proposes to vacate a 0.95-acre tree preservation easement. The parcel proposed as new tree preservation easements totals 1 acre, for a net increase of 0.31 acres in tree preservation easement (Exhibit F).	Staff and the Urban Forestry Advisory Board recommend that the applicant dedicate a 2.3-acre tree preservation easement, for a net increase of 1.3 acres in tree preservation easement (Exhibit F1).
Net Canopy Change	Positive (+)	The existing 0.95-acre easement contains roughly 0.69-acres of canopy cover. The staff-proposed 2.3-acre easement contains 2.2 acres of canopy cover, for a net canopy increase of 1.61 acres of protected tree canopy.	In addition to the protection of an additional 1.6 acres of tree canopy, staff recommends that 48 mitigation trees are planted within the existing 5.3-acre tree preservation easement situated ~850 ft. south of the easement to be vacated.
Preservation of Significant Trees	Negative (-)	56% of the trees in the subject easement are at or above the 18” DBH threshold for “significant trees” as defined in	While a tree survey has not been conducted within the proposed easement, there appear to be numerous

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Preservation of Healthy Trees	Negative (-)	UDC §155. All the trees comprising the 0.69 acres of canopy within the existing easement appear to be healthy.	significant trees. Although 0.69-acres of healthy canopy would be removed with this easement vacation, a net increase of 1.6 acres of canopy would be protected with the proposed easement dedication. Additionally, 48 mitigation trees would be planted to account for tree removal.
Preservation of Beneficial Trees	Negative (-)	Most of the trees within the existing easement to be vacated are mature, healthy, and undoubtedly providing ecosystem services including carbon sequestration, improvements to air quality, and stormwater filtration.	Although 0.69-acres of healthy canopy would be removed with this easement vacation, a net increase of 1.6 acres of canopy would be protected with the proposed easement dedication. Additionally, 48 mitigation trees would be planted to account for tree removal. The proposed tree preservation easement abuts another 5.3-acre easement, providing potential for increased biodiversity and wildlife habitat through continued protection.
Interaction with Urban Forestry Management Plan			
Tree Equity Score	Positive (+)	The existing tree preservation easement is within a census block group with a Tree Equity Score (TES) of 99 and 49% tree canopy cover. This ranks 20th of Fayetteville's 68 block groups and is above Fayetteville's composite Tree Equity Score of 87.	The proposed easement is within the same census block as the easement to be vacated and has the same TES.
Priority Planting Areas	Positive (+)	The existing easement is a low priority planting area based on its high Tree Equity Score and 49% tree canopy cover. This census block group has a tree canopy cover goal of 50%.	Although 0.69-acres of canopy would be removed with this easement vacation, a net increase of 1.6 acres of canopy would be protected with the proposed easement dedication. Additionally, 48 mitigation trees would be planted to account for tree removal.
Interaction with Other City Plans & Objectives			
Land Use & Enduring Green	Positive (+)	The existing easement is contained within a "City	N/A

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Network	Neighborhood” future land use designation and, per City Plan 2040, landscaping in this land use designation is urban in form, typically with street trees in sidewalk zones. The existing easement is not within the Enduring Green Network. The proposed tree preservation is contained both within a “Residential Neighborhood” and a “Natural” future land use designation. “Residential Neighborhood” areas are meant to encourage development patterns that respond to features of the natural environment, and “Natural” areas are intended to approximate wilderness conditions with limited development. The proposed easement is situated within the City’s Enduring Green Network.
Housing Supply Neutral	The purpose of the vacation request has not been communicated to staff, but the easement is within the Fayetteville headquarters of Wesco Distribution Inc. on a parcel owned by the Ozark Electric Cooperative campus, and planned development will not be residential. The applicant can speak to development plans.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A - Applicant Request Letter (#4), Exhibit B - Applicant Petition to Vacate (#5), Exhibit C - Proposed Easement Vacation (#6), Exhibit D - Easement Vacation Site Map (#7), Exhibit E - Easement Vacation Description (#8), Exhibit F - Applicant Proposed Easement Dedication (#9), Exhibit F1 - Staff Proposed Easement Dedication (#10)

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 #: 2025-366

VACATION-2025-0013: (3661 W. WEDINGTON DR.):

AN ORDINANCE TO APPROVE VAC-25-13 FOR PROPERTY LOCATED AT 3661 WEST WEDINGTON DRIVE IN WARD 4 TO VACATE 0.95 ACRES OF TREE PRESERVATION

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of tree preservation is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of tree preservation as described in Exhibit E attached to the Planning Department's agenda memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the drawing attached as Exhibit C and the map attached as Exhibit D to the Planning Department's agenda memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation shall not be effective until the following conditions have been satisfied:

1. The applicant shall dedicate a new 2.3-acre tree preservation easement approximately 1,200 feet south of the existing tree preservation easement and directly abutting another existing 5.30-acre tree preservation easement on the Ozarks Electric Campus as shown in Exhibit F1 attached to the agenda memo.
2. The applicant shall plant 48 mitigation trees within the existing 5.30-acre easement to the south that was dedicated by Plat #23-332 to mitigate for the removal of 0.69 acres of canopy from within the existing 0.95-acre easement.

City of Fayetteville Staff Review Form

2025-366

Item ID

5/6/2025

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

Willa Thomason

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0013: Vacation (3661 W WEDINGTON DR.): Submitted by CRAFTON TULL & ASSOCIATES for property located at 3661 W WEDINGTON DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 32.60 acres. The request is to vacate a 0.95-acre tree preservation easement.

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 A - Applicant Request Letter



Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

February 12, 2025

City of Fayetteville
Planning Commission & City Council
125 W. Mountain Street
Fayetteville, AR 72701

RE: Ozarks Electric Cooperative – Tree Preservation Vacation
CTA Job No. 25101100

To whom it may concern,

This submittal is for the vacation of a Tree Preservation within the Ozarks Electric Cooperative development area. This site is located at 3661 W. Wedington Drive. We are requesting the existing Tree Preservation Easement be vacated and another area on site be dedicated in its place having the same or more square footage and significant trees, according to the attached exhibit.

Should you have any questions, or require any additional information, please contact us at your convenience.

Sincerely,

Sean Johnson
Survey Project Manager

Exhibit B - Applicant Petition to Vacate

PETITION TO VACATE a Tree Preservation Easement located in parcel 765-13729-000 of Lot 2 of Plat Record 2007-00029947, City of Fayetteville, Arkansas.

To: The Fayetteville City Planning Commission and
 The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in parcel 765-13729-000 of Lot 2 of Plat Record 2007-00029947, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows.

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 30.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 71.27 FEET;
THENCE S02°10'38"W 98.65 FEET;
THENCE N87°49'27"W 71.28 FEET;
THENCE N02°10'43"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 7031 SQUARE FEET, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

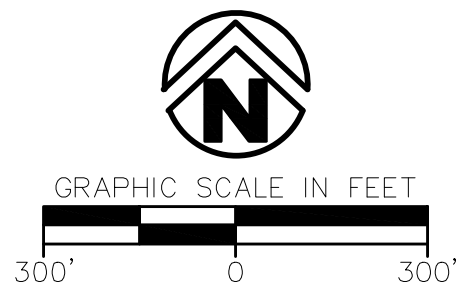
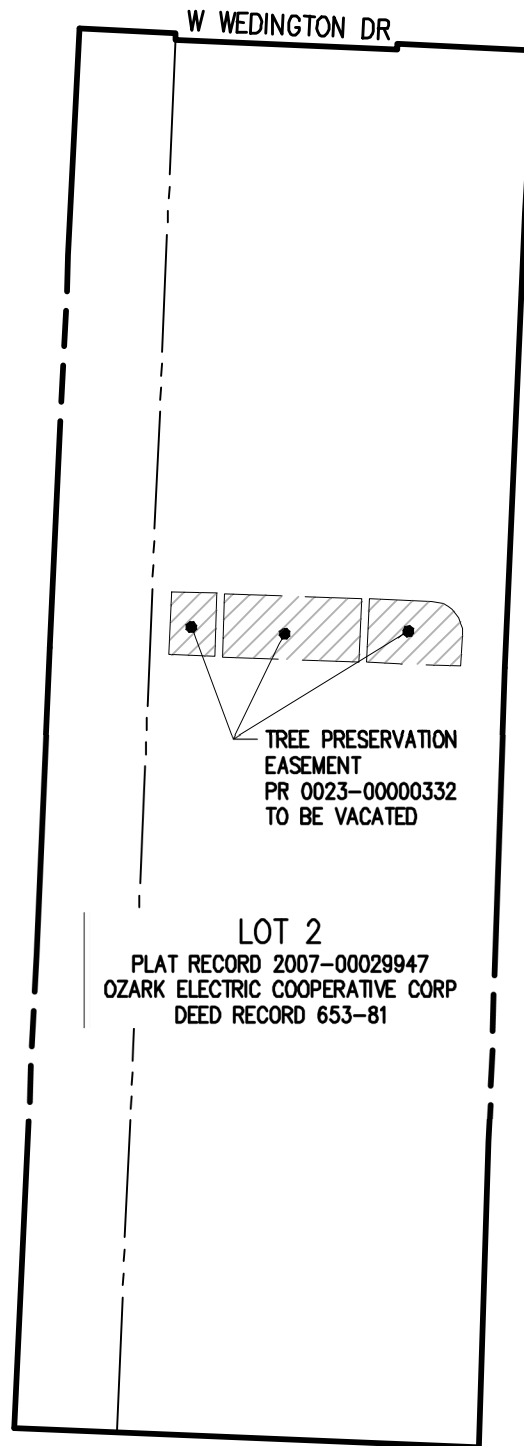
PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 101.27 FEET;
THENCE S87°49'06"E 12.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 213.70 FEET;
THENCE S02°10'48"W 98.63 FEET;
THENCE N87°49'27"W 213.70 FEET;
THENCE N02°10'38"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 21079 SQUARE FEET, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E

Exhibit C - Proposed Easement Vacation



NOTE:
THIS EASEMENT EXHIBIT IS A GRAPHICAL REPRESENTATION OF THE EASEMENT DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PROJECT NO.:	
265101100	
DRAWN BY:	DATE:
	02/10/2025
SHEET:	CHECKED:
1 OF 2	



901 N. 47th St, Suite 400
Rogers, Arkansas 72756

Crafton Tull

479.636.4838 t
www.craftontull.com

© 2025 Crafton, Tull & Associates, Inc.

DRAWING: G:\25101100_OZARKSELEC\AC\INFRASTRUCTURE\SURVEY\DWG\ESMT VAV EXHIBIT SHEET 1.DWG
LAYOUT: ---, LAST SAVED: KM676, 2/10/2025 6:30:54 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 2/10/2025 7:11:07 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

Washington, Assessor



Exhibit E - Easement Vacation Description

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 30.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 71.27 FEET;
THENCE S02°10'38"W 98.65 FEET;
THENCE N87°49'27"W 71.28 FEET;
THENCE N02°10'43"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 7031 SQUARE FEET, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 101.27 FEET;
THENCE S87°49'06"E 12.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 213.70 FEET;
THENCE S02°10'48"W 98.63 FEET;
THENCE N87°49'27"W 213.70 FEET;
THENCE N02°10'38"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 21079 SQUARE FEET, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF LOT 2, AS PER PLAT RECORD 2007-00029947 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING A PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 30 WEST, AND BEING A PART OF THE E 1/2 OF THE SE 1/4 OF SECTION 12, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE W 1/4 OF THE SW 1/4 OF SAID SECTION 7;
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 101.27 FEET;
THENCE S87°49'06"E 12.00 FEET;
THENCE S87°49'12"E 213.70 FEET;
THENCE S87°48'56"E 12.00 FEET TO THE POINT OF BEGINNING;

Exhibit F1 - Staff Proposed Easement Dedication



TREE PRESERVATION EASEMENT DETAILS

EXISTING EASEMENT TO BE VACATED:
41,347 SQFT TOTAL AREA

PROPOSED EASEMENT:
43,428 SQFT TOTAL AREA

PROPOSED PROTECTED AREA INCREASE OF 2,081 SQFT



EXISTING TREE



■ ■ ■ EXISTING TREE PRESERVATION EASEMENT
 ■ ■ ■ RELOCATED TREE PRESERVATION EASEMENT LIMITS
 — — — EASEMENT



GRAPHIC SCALE IN FEET



50' 0 50'

OZARKS ELECTRIC
 PRESERVATION EASEMENT

TREE PRESERVATION PLAN

T-101



MEETING OF MAY 6, 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: **VAC-2025-0011: Vacation (2828 N. MANSFIELD AVE./DRAKE FARMS, 250): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 2828 N. MANSFIELD AVE. in WARD 2. The property is zoned UT, URBAN THOROUGHFARE and contains approximately 10.08 acres. The request is to vacate three portions of utility easements containing 0.15, 0.50, and 0.46 acres.**

RECOMMENDATION:

Staff recommends approval of **VAC-2025-0011** as shown in the attached Exhibits 'A' and 'B' and with the following conditions:

1. This vacation shall not become effective until new easements are reviewed, approved, and dedicated;
2. Any damage or relocation of any existing facilities will be at the property owner's expense; and
3. Existing AT&T facilities shall not be put into a trespass condition.

BACKGROUND:

The subject property is located northwest of the intersection of Gregg Avenue and Drake Street in north Fayetteville. The majority of the site is undeveloped. In 2021, a 19,000-square-foot office structure, known as The Pendergraft Building, was constructed near Drake Street. As part of that initial development, Mansfield Avenue was also built northward, perpendicular from Drake Street. That work represented the first phase of a larger project known as Drake Farms. The second phase of the project received development approval from city staff in 2024 (LSIP-2024-0006), and building permit applications are currently under review. Phase two will include a mixed-use development comprised of two commercial buildings, six residential buildings, and associated parking.

Request: The applicant is requesting to vacate three portions of utility easements totaling 0.15, 0.50, and 0.46 acres.

DISCUSSION:

City staff recommends approval of the requested easement vacations. According to the applicant, the proposed vacation will allow for the consolidation and re-dedication of easements as part of the forthcoming easement plat for phase two of the Drake Farms project. The applicant has submitted the required written consent forms from all affected property owners and utility providers with no objections. Conditions have been recommended by AT&T, Cox Communications, SWEPCO, and the City of Fayetteville Water and Sewer

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Division, as outlined above.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit 'A' (#4), Exhibit 'B' (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)

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 #: 2025-524

VACATION-2025-0011: (2828 N. MANSFIELD AVE./DRAKE FARMS, 250 - UTILITY EASEMENTS):

AN ORDINANCE TO APPROVE VAC-25-11 FOR PROPERTY LOCATED AT 2828 NORTH MANSFIELD AVENUE IN WARD 2 TO VACATE THREE PORTIONS OF GENERAL UTILITY EASEMENTS CONTAINING A TOTAL OF 1.11 ACRES

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of general utility easements are not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portions of general utility easements as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation shall not become effective until new easements are reviewed by City staff, approved by the affected utilities, and dedicated.

Section 4: This vacation approval is subject to the following ongoing conditions:

1. Any damage or relocation of any existing facilities will be at the property owner's expense.
2. Existing AT&T facilities shall not be put into a trespass condition.

City of Fayetteville Staff Review Form

2025-524

Item ID

5/6/2025

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

Jonathan Curth

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0011: Vacation (2828 N. MANSFIELD AVE./DRAKE FARMS, 250): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 2828 N. MANSFIELD AVE. in WARD 2. The property is zoned UT, URBAN THOROUGHFARE and contains approximately 10.08 acres. The request is to vacate three portions of utility easements containing 0.15, 0.50, and 0.46 acres.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

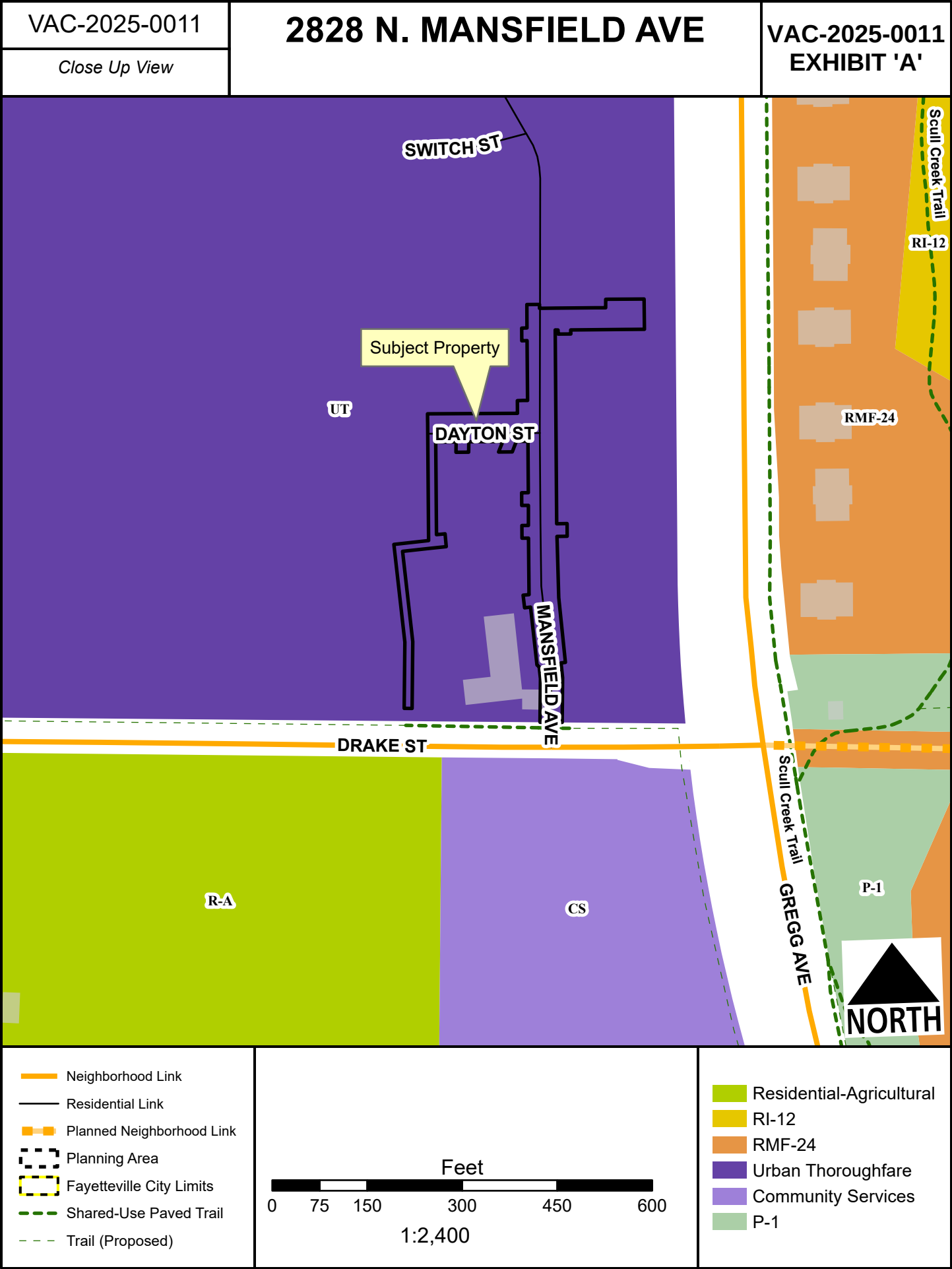
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Descriptions of overall property

PROPERTY DESCRIPTION TRACT 3 PER PROPERTY LINE ADJUSTMENT 024A-00000277, AS DESCRIBED IN CORRECTION DEED 2020-00033831:

A TRACT OF LAND BEING A PART OF TRACT 2R OF A PROPERTY LINE ADJUSTMENT RECORDED AS FILE #2019-00025522 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS AND BEING A PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR WITH CAP LS#1021 FOUND AT THE SOUTHEAST COMER OF SAID TRACT 2R ON THE NORTH RIGHT-OF-WAY LINE OF WEST DRAKE STREET, FROM WHICH CORNER A 1/2" REBAR WITH CAP, LS 1005, FOUND AT THE SOUTHWEST CORNER OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS BEARS NORTH 87°30'08" WEST 1080.33 FEET AND SOUTH 02°26'17" WEST 50.76 FEET; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 87°30'08" WEST, 195.71 FEET TO A 5/8" REBAR WITH CAP LS#1021 SET AT THE POINT OF BEGINNING;

2. NORTH 87°30'08" WEST, 249.81 FEET TO A 5/8" REBAR WITH CAP LS#1021 FOUND AT THE SOUTHEAST CORNER OF TRACT 1R OF FILE 2019-00025522; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE EAST BOUNDARY LINE OF SAID TRACT 1R THE FOLLOWING FOUR (4) COURSES;

1. NORTH 02°34'51" EAST, 124.60 FEET TO A FOUND 5/8" REBAR WITH CAP LS#1021;

2. NORTH 04°21'25" WEST, 155.21 FEET TO A FOUND 5/8" REBAR WITH CAP LS#1021;

3. NORTH 85°38'35" EAST, 55.04 FEET TO A FOUND 5/8" REBAR WITH CAP LS#1021;

4. NORTH 01°34'50" EAST, 186.05 FEET TO A SET 5/8" REBAR WITH CAP LS#1021; THENCE LEAVING SAID EAST BOUNDARY LINE, SOUTH 88°25'10" EAST, 194.50 FEET TO A SET 5/8" REBAR WITH CAP LS#1021;

THENCE SOUTH 01°34'50" WEST, 253.67 FEET TO A SET 5/8" REBAR WITH CAP LS#1021;

THENCE SOUTH 04°21'25" EAST, 151.23 FEET TO A SET 5/8" REBAR WITH CAP LS#1021;

THENCE SOUTH 02°34'51" WEST, 70.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 106,551 SQUARE FEET OR 2.45 ACRES, MORE OR LESS.

PROPERTY DESCRIPTION TRACT 4-1 PER PROPERTY LINE ADJUSTMENT 2024-00012929, AS DESCRIBED IN SCRIVENER'S ERROR AFFIDAVIT 2024-00025757:

TRACT 4-1 OF THE PROPERTY LINE ADJUSTMENT RECORDED AS FILE 2024-00012929 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING FURTHER DESCRIBED AS:

ALL OF TRACT 4 OF THE LOT SPLIT RECORDED AS FILE 024A-00000277 AND A PART OF TRACT 5R OF THE PROPERTY LINE ADJUSTMENT RECORDED AS FILE 2020-00026573 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4);

THENCE S02°26'17"W, 1269.22 FEET;

THENCE S87°30'03"E, 1080.33 FEET TO THE POINT OF BEGINNING (POB TRACT 4-1) AT THE SOUTHEAST CORNER OF SAID TRACT 4;

THENCE N87°30'13"W, 195.79 FEET;

THENCE N02°33'49"E, 70.67 FEET;

THENCE N04°20'24"W, 151.21 FEET;

THENCE N01°34'34"E, 253.75 FEET;

THENCE N88°26'42"W, 194.42 FEET;

THENCE N01°33'19"E, 166.26 FEET;

THENCE N88°11'55"E, 9.56 FEET;

THENCE N01°49'16"W, 35.00 FEET;

THENCE S88°10'44"W, 7.48 FEET;

THENCE N01°34'50"E, 250.17 FEET;

THENCE N01°34'50"E, 2.00 FEET;

THENCE S88°25'12"E, 61.09 FEET;

THENCE N77°02'34"E, 53.92 FEET;

THENCE N27°57'26"W, 93.47 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 59.80 FEET, SAID CURVE HAVING A RADIUS OF 116.00 FEET, AND A CHORD BEARING AND DISTANCE OF N13°11'18"W, 59.14 FEET;

THENCE LEAVING SAID CURVE, N01°34'50"E, 37.07 FEET;

THENCE S88°25'10"E, 341.20 FEET;

THENCE S01°34'51"W, 791.59 FEET;
THENCE S00°20'32"W, 259.40 FEET;
THENCE S03°08'15"E, 69.77 FEET TO THE POINT OF BEGINNING (POB TRACT 4-1). CONTAINING 332,467 SQUARE FEET, 7.63 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

Descriptions of easements to be vacated

PRIVATE UTILITY EASEMENT VACATION DESCRIPTION:

A VARIABLE WIDTH PRIVATE UTILITY EASEMENT, DEDICATED BY AN EASEMENT PLAT RECORDED AS FILE 024A-00000283, LOCATED ON TRACT 3 OF THE PROPERTY LINE ADJUSTMENT RECORDED AS FILE 024A-00000277 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS AND BEING A PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE SOUTHWEST CORNER OF SAID TRACT 3;
THENCE ALONG THE WEST LINE OF SAID TRACT 3, N 02°34'51" E, 20.02 FEET TO THE POINT OF BEGINNING (POB);
THENCE CONTINUING ALONG SAID WEST LINE THE FOLLOWING COURSES:
N 02°34'51" E, 104.60 FEET;
THENCE N 04°21'25" W, 155.21 FEET;
THENCE N 85°38'35" E, 55.04 FEET;
THENCE N 01°34'50" E, 186.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT 3;
THENCE LEAVING SAID WEST LINE, ALONG THE NORTH LINE OF SAID TRACT 3, S 88°25'10" E, 12.50 FEET;
THENCE LEAVING SAID NORTH LINE, S 01°34'50" W, 176.69 FEET;
THENCE N 87°16'52" E, 13.75 FEET;
THENCE S 03°31'41" E, 20.12 FEET;
THENCE S 85°38'35" W, 69.39 FEET;
THENCE S 04°21'25" E, 143.46 FEET;
THENCE S 02°34'51" W, 105.34 FEET;
THENCE N 87°30'08" W, 12.50 FEET TO THE POINT OF BEGINNING (POB),
CONTAINING 6,553 SQ. FT., OR 0.15 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, OR COVENANTS OF RECORD.

UTILITY EASEMENT FOR WATER / SEWER / UNDERGROUND ELECTRIC & STORM WATER DRAINAGE VACATION DESCRIPTION:

A PART OF A VARIABLE WIDTH UTILITY EASEMENT FOR WATER / SEWER / UNDERGROUND ELECTRIC & STORM WATER DRAINAGE, DEDICATED BY AN EASEMENT PLAT RECORDED AS FILE 024A-00000283, LOCATED ON TRACT 3 OF THE PROPERTY LINE ADJUSTMENT RECORDED AS FILE 024A-00000277 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS AND BEING A PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE SOUTHEAST CORNER OF SAID TRACT 3;
THENCE ALONG THE EAST LINE OF SAID TRACT 3, N02°33'49"E, 70.67 FEET;
THENCE CONTINUING ALONG SAID EAST LINE, N 04°20'24" W, 23.53 FEET TO THE POINT OF BEGINNING (POB):

THENCE LEAVING SAID EAST LINE, S 85°38'35" W, 7.24 FEET;

THENCE S 02°47'32" E, 28.06 FEET;

THENCE S 02°34'51" W, 45.20 FEET;

THENCE N 87°30'08" W, 20.00 FEET;

THENCE N 02°34'51" E, 44.02 FEET;

THENCE N 04°21'25" W, 17.79 FEET;

THENCE N 49°21'25" W, 14.01 FEET;

THENCE N 04°21'17" W, 91.94 FEET;

THENCE S 85°38'43" W, 9.50 FEET;

THENCE N 04°21'17" W, 20.00 FEET;

THENCE N 85°38'43" E, 9.50 FEET;

THENCE N 04°21'17" W, 2.33 FEET;

THENCE N 01°34'50" E, 86.83 FEET;

THENCE N 88°25'10" W, 10.50 FEET;

THENCE N 01°34'50" E, 20.00 FEET;

THENCE S 88°25'10" E, 10.50 FEET;

THENCE N 01°34'50" E, 31.71 FEET;

THENCE N 88°25'10" W, 10.50 FEET;

THENCE N 01°34'50" E, 20.00 FEET;

THENCE S 88°25'10" E, 10.50 FEET;

THENCE N 01°34'50" E, 81.02 FEET;

THENCE N 88°25'10" W, 18.20 FEET;

THENCE S 23°32'39" W, 17.79 FEET;

THENCE N 88°25'10" W, 21.50 FEET;

THENCE N 23°32'39" E, 17.79 FEET;

THENCE N 88°25'10" W, 53.65 FEET;

THENCE S 02°51'39" W, 16.50 FEET;
THENCE N 88°25'10" W, 20.00 FEET;
THENCE N 02°51'39" E, 16.50 FEET;
THENCE N 88°25'10" W, 44.65 FEET TO THE WEST LINE OF SAID TRACT 3;
THENCE ALONG SAID WEST LINE, N 01°34'50" E, 30.50 FEET TO THE
NORTHWEST CORNER OF SAID TRACT 3;
THENCE ALONG THE NORTH LINE OF SAID TRACT 3, S 88°26'42" E, 194.42 FEET
TO THE NORTHEAST CORNER OF SAID TRACT 3;
THENCE LEAVING SAID NORTH LINE, ALONG THE EAST LINE OF SAID TRACT 3,
S 01°34'34" W, 253.75 FEET;
THENCE CONTINUING ALONG SAID EAST LINE, S 04°20'24" E, 127.68 FEET TO
THE POINT OF BEGINNING (POB), CONTAINING 21,761 SQ. FT., OR 0.50 ACRES.
SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, OR COVENANTS OF RECORD.

UTILITY EASEMENT FOR WATER / SEWER / UNDERGROUND ELECTRIC &
STORM WATER DRAINAGE VACATION DESCRIPTION:

A PART OF A VARIABLE WIDTH UTILITY EASEMENT FOR WATER / SEWER /
UNDERGROUND ELECTRIC & STORM WATER DRAINAGE, DEDICATED BY AN
EASEMENT PLAT RECORDED AS FILE 024A-00000283, LOCATED ON TRACT 4-1
OF THE PROPERTY LINE ADJUSTMENT RECORDED AS FILE 2024-00012929 OF
THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS AND BEING A
PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF
SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (POC) AT THE SOUTHWEST CORNER OF SAID TRACT 4-1;
THENCE ALONG THE WEST LINE OF SAID TRACT 4-1, N02°33'49"E, 70.67 FEET;
THENCE CONTINUING ALONG SAID WEST LINE, N 04°20'24" W, 23.53 FEET TO
THE POINT OF BEGINNING (POB):
THENCE CONTINUING ALONG SAID WEST LINE THE FOLLOWING COURSES:
N 04°20'24" W, 127.68 FEET;
THENCE N 01°34'34" E, 253.75 FEET;
THENCE N 88°26'42" W, 194.42 FEET;
THENCE N 01°34'50" E, 14.00 FEET;
THENCE LEAVING SAID WEST LINE, S 88°25'10" E, 142.00 FEET;
THENCE N 01°34'50" E, 20.00 FEET;
THENCE S 88°25'10" E, 16.00 FEET;
THENCE N 01°34'50" E, 94.39 FEET;

THENCE N 88°18'27" W, 8.50 FEET;
THENCE N 01°34'50" E, 20.00 FEET;
THENCE S 88°25'10" E, 8.50 FEET;
THENCE N 01°34'50" E, 37.03 FEET;
THENCE S 88°25'10" E, 20.00 FEET;
THENCE S 01°34'50" W, 6.00 FEET;
THENCE S 88°25'10" E, 104.50 FEET;
THENCE N 01°34'50" E, 13.50 FEET;
THENCE S 88°25'10" E, 60.74 FEET;
THENCE S 01°34'50" W, 48.00 FEET;
THENCE N 88°25'10" W, 116.24 FEET;
THENCE S 01°34'50" W, 6.50 FEET;
THENCE N 88°25'10" W, 20.00 FEET;
THENCE N 01°34'50" E, 6.50 FEET;
THENCE N 88°25'10" W, 4.50 FEET;
THENCE S 01°34'50" W, 305.73 FEET;
THENCE S 88°25'10" E, 16.50 FEET;
THENCE S 01°34'50" W, 20.00 FEET;
THENCE N 88°25'10" W, 16.21 FEET;
THENCE S 00°14'25" W, 96.85 FEET;
THENCE S 03°48'27" E, 102.74 FEET;
THENCE S 85°38'35" W, 7.12 FEET TO THE POINT OF BEGINNING (POB),
CONTAINING 20,064 SQ. FT., OR 0.46 ACRES. SUBJECT TO ANY EASEMENTS,
RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

March 17, 2025

City of Fayetteville Planning Commission and City Council
RE: Drake Farms- Access, Utility, and Stormwater Easement Vacations

Cover Letter

Planning Commission and City Council members,
As a requirement for an Easement Plat MCE is creating for the subject properties, we are submitting easement vacation requests to clean up the easements as they currently exist, by vacating existing access, utility, and stormwater easements so they can be rededicated with the forthcoming Easement Plat.

The subject properties are located along Drake Avenue in Fayetteville (APN: 765-15884-002 & 765-15884-004) at 2828 Mansfield Ave, and the subject easements were all dedicated per Easement Plat 024A-00000283.

Please let me know if you have any questions.

Sincerely,
McClelland Consulting Engineers, Inc.



Nathan Crouch
Project Coordinator

April 8, 2025

PETITION TO VACATE UTILITY AND DRAINAGE EASEMENTS LOCATED AT 2828 N. MANSFIELD AVE, FAYETTEVILLE, AR, ON PARCELS 765-15884-002 AND 765-15884-004.

To: Fayetteville City Planning Commission, and Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the **utility and drainage easements**, hereinafter sought to be abandoned and vacated, lying on parcels 765-15884-002 and 765-15884-004, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate utility and drainage easements, which are described as follows:

(Legal Descriptions are attached)

That the abutting real estate affected by said abandonment of the utility and drainage easements, used by the public for a period of time, and that the public interest and welfare would not be adversely affected by the abandonment of the above-described easements.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above-described utility and drainage easements, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further request that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said land.

Drake Farms- Utility and Drainage Easement Vacations

THOMAS J. OLMSTEAD SVP & General Counsel
Printed Name WASHINGTON REGIONAL MEDICAL SERVICES

Thomas J. Olmstead 20 MARCH 2025
Signature Date

Sincerely,
McClelland Consulting Engineers, Inc.

Nathan Crouch

Nathan Crouch, Project Coordinator

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
(479) 443.2377
ncrouch@mce.us.com

April 8, 2025

PETITION TO VACATE UTILITY AND DRAINAGE EASEMENTS LOCATED AT 2828 N. MANSFIELD AVE, FAYETTEVILLE, AR, ON PARCELS 765-15884-002 AND 765-15884-004.

To: Fayetteville City Planning Commission, and Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the **utility and drainage easements**, hereinafter sought to be abandoned and vacated, lying on parcels 765-15884-002 and 765-15884-004, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate utility and drainage easements, which are described as follows:

(Legal Descriptions are attached)

That the abutting real estate affected by said abandonment of the utility and drainage easements, used by the public for a period of time, and that the public interest and welfare would not be adversely affected by the abandonment of the above-described easements.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above-described utility and drainage easements, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

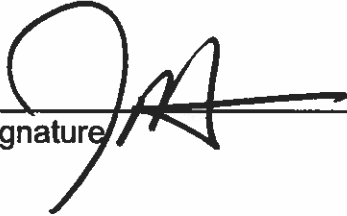
The petitioners further request that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said land.

Drake Farms- Utility and Drainage Easement Vacations

JEREMY HUDSON

Printed Name

Signature 

3/14/25
Date

Sincerely,
McClelland Consulting Engineers, Inc.



Nathan Crouch, Project Coordinator

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
DESIGNED TO SERVE

(479) 443.2377

ncrouch@mce.us.com

April 8, 2025

PETITION TO VACATE UTILITY AND DRAINAGE EASEMENTS LOCATED AT 2828 N. MANSFIELD AVE, FAYETTEVILLE, AR, ON PARCELS 765-15884-002 AND 765-15884-004.

To: Fayetteville City Planning Commission, and Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the **utility and drainage easements**, hereinafter sought to be abandoned and vacated, lying on parcels 765-15884-002 and 765-15884-004, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate utility and drainage easements, which are described as follows:

(Legal Descriptions are attached)

That the abutting real estate affected by said abandonment of the utility and drainage easements, used by the public for a period of time, and that the public interest and welfare would not be adversely affected by the abandonment of the above-described easements.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above-described utility and drainage easements, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further request that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said land.

Drake Farms- Utility and Drainage Easement Vacations

NEAL R. PENDERGRAFT
Printed Name


Signature

3/14/25
Date

Sincerely,
McClelland Consulting Engineers, Inc.



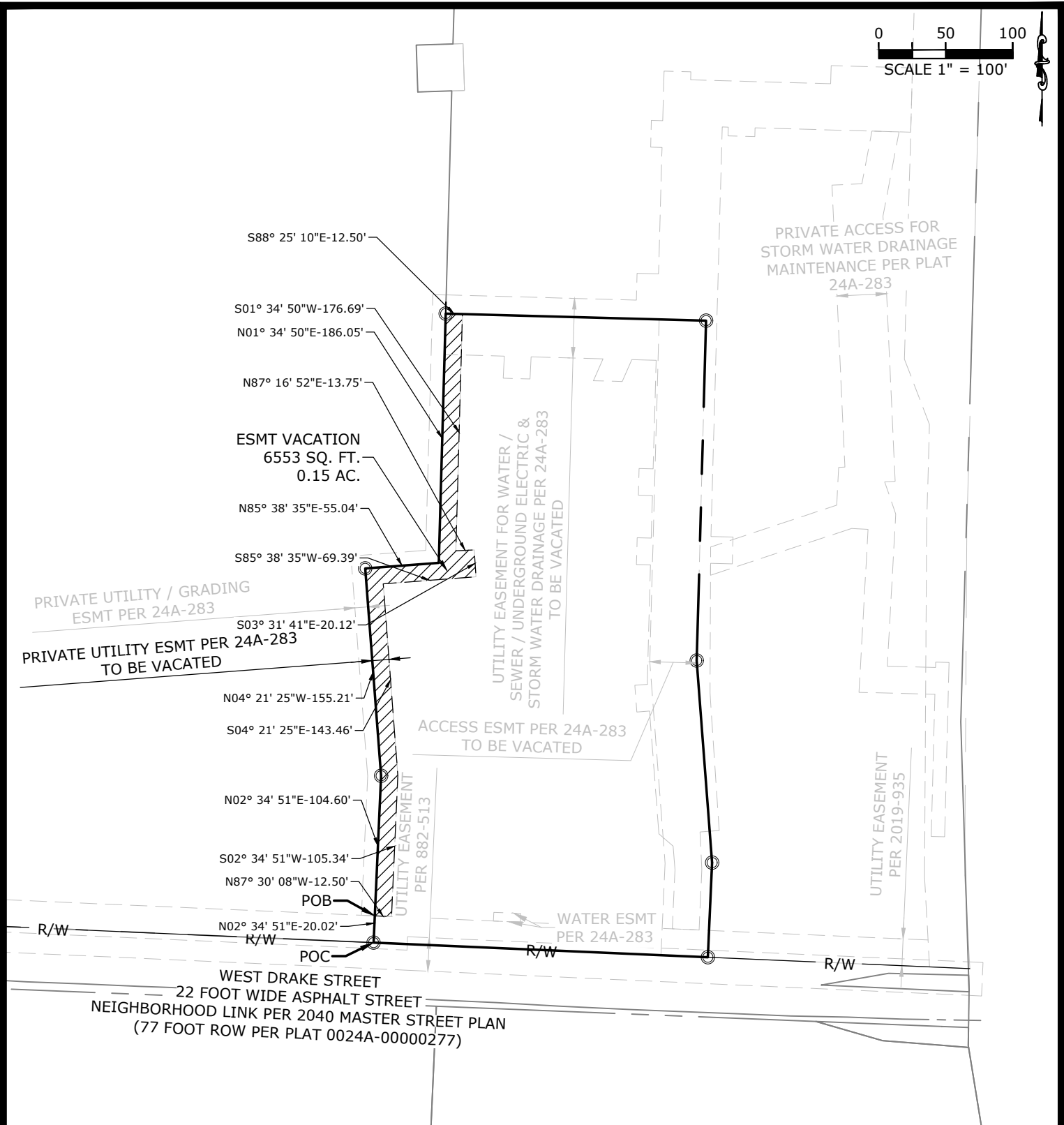
Nathan Crouch, Project Coordinator

MCE McCLELLAND
CONSULTING
DESIGNED TO SERVE ENGINEERS, INC.

(479) 443.2377

ncrouch@mce.us.com

W:\2024\24-2118 - FAYETTEVILLE, AR, DRAKE FARMS PLA & EASEMENT PLAT SURVEY\BOUNDARY EASEMENT VACATIONS\242118 ESMT VACATION EXHIBITS REV1.DWG



LEGEND

765-15884-002 — TAX PARCEL NUMBER

2020-33831 — DEED RECORD

— — — — — EXISTING PROPERTY LINE

——— EASEMENT PER 24A-283 TO BE VACATED

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE:	REVISION:
4/14/25	
SCALE:	PROJ. NUMBER:
AS NOTED	241118

EXHIBIT "A"
MAP

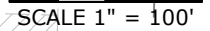
DRAKE FARMS
FAYETTEVILLE, ARKANSAS

2828 MANSFIELD LLC

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

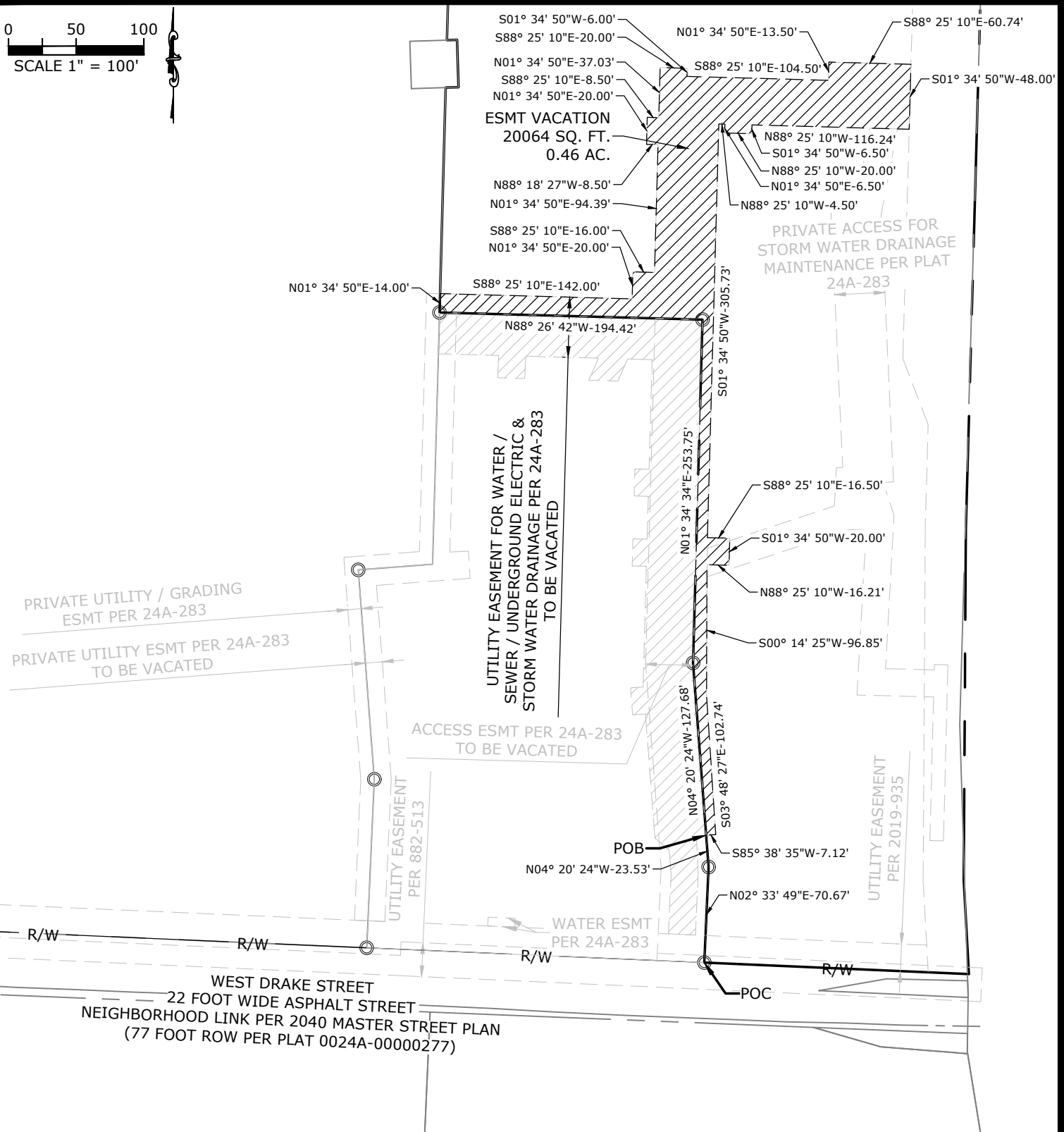
EX-1

©2025



MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

0 50 100
SCALE 1" = 100'



PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE:	REVISION:
4/14/25	
SCALE:	PROJ. NUMBER:
AS NOTED	241118

EX-1

EXHIBIT "A"
MAP

DRAKE FARMS
FAYETTEVILLE, ARKANSAS

DRAKE PHASE I LLC

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

©2025

W:\2024\24-2118 - FAYETTEVILLE, AR, DRAKE FARMS PLA & EASEMENT PLAT\SURVEY\BOUNDARY\EASEMENT VACATIONS\242118 ESMT VACATION EXHIBITS REV1.DWG



MEETING OF MAY 6, 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: **VAC-2025-0012: Vacation (2828 N. MANSFIELD AVE./DRAKE FARMS, 250): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 2828 N. MANSFIELD AVE. in WARD 2. The property is zoned UT, URBAN THOROUGHFARE and contains approximately 10.08 acres. The request is to vacate a 0.38-acre access easement.**

RECOMMENDATION:

Staff recommends approval of **VAC-2025-0012** as shown in the attached Exhibits 'A' and 'B' and with the following condition:

1. This vacation shall not become effective until new easements and right-of-way are reviewed, approved, and dedicated.

BACKGROUND:

The subject property is located northwest of the intersection of Gregg Avenue and Drake Street in north Fayetteville. The majority of the site is undeveloped. In 2021, a 19,000-square-foot office structures, known as The Pendergraft Building, was constructed near Drake Street. As part of that initial development, Mansfield Avenue was also built through the center of the property. That work represented the first phase of a larger project known as Drake Farms. The second phase of the project received development approval from city staff in 2024 (LSIP-2024-0006), and building permit applications are currently under review. Phase two will include a mixed-use development comprised of two commercial buildings, six residential buildings, and associated parking.

Request: The applicant is requesting to vacate a 0.38-acre access easement.

DISCUSSION:

City staff recommends approval of the requested access easement vacation. According to the applicant, the proposed vacation will allow for the re-dedication of easements and right-of-way as part of the forthcoming easement plat associated with phase two of the Drake Farms project. The applicant has submitted the required written consent forms from property owners and utility providers with no objections. One condition of approval has been recommended, as outlined above.

BUDGET/STAFF IMPACT:

N/A

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)

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 #: 2025-525

VACATION-2025-0012: (2828 N. MANSFIELD AVE./DRAKE FARMS, 250 - ACCESS EASEMENT):

AN ORDINANCE TO APPROVE VAC-25-12 FOR PROPERTY LOCATED AT 2828 NORTH MANSFIELD AVENUE IN WARD 2 TO VACATE 0.38 ACRES OF ACCESS EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of access easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portions of access easement as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation shall not become effective until new easements and right-of-way are reviewed by City staff, approved by the affected utilities, and dedicated.

City of Fayetteville Staff Review Form

2025-525

Item ID

5/6/2025

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

Jonathan Curth

4/18/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0012: Vacation (2828 N. MANSFIELD AVE./DRAKE FARMS, 250): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 2828 N. MANSFIELD AVE. in WARD 2. The property is zoned UT, URBAN THOROUGHFARE and contains approximately 10.08 acres. The request is to vacate a 0.38-acre access easement.

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:

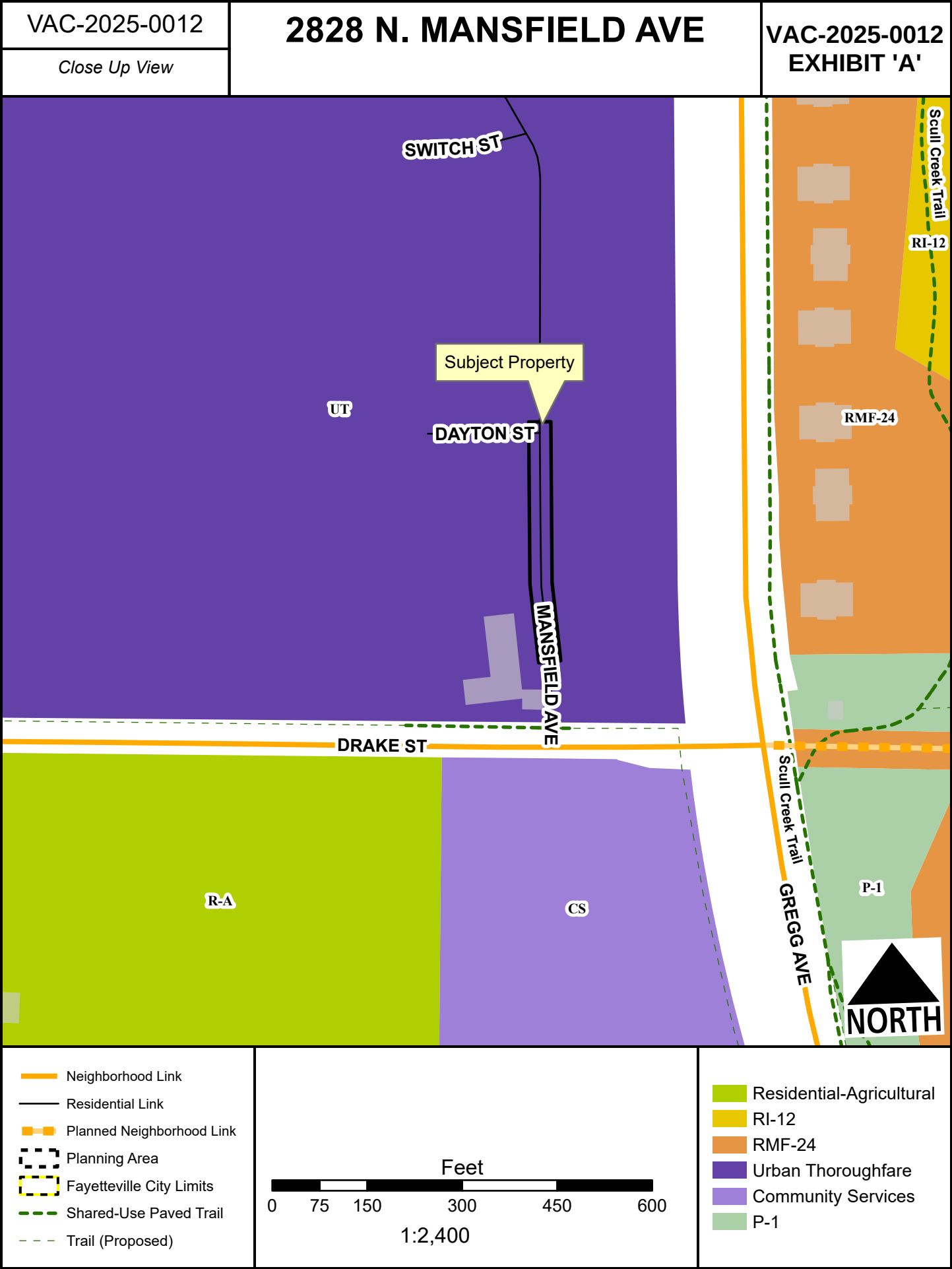
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Descriptions of overall property

PROPERTY DESCRIPTION TRACT 3 PER PROPERTY LINE ADJUSTMENT 024A-00000277, AS DESCRIBED IN CORRECTION DEED 2020-00033831:

A TRACT OF LAND BEING A PART OF TRACT 2R OF A PROPERTY LINE ADJUSTMENT RECORDED AS FILE #2019-00025522 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS AND BEING A PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR WITH CAP LS#1021 FOUND AT THE SOUTHEAST COMER OF SAID TRACT 2R ON THE NORTH RIGHT-OF-WAY LINE OF WEST DRAKE STREET, FROM WHICH CORNER A 1/2" REBAR WITH CAP, LS 1005, FOUND AT THE SOUTHWEST CORNER OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS BEARS NORTH 87°30'08" WEST 1080.33 FEET AND SOUTH 02°26'17" WEST 50.76 FEET; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 87°30'08" WEST, 195.71 FEET TO A 5/8" REBAR WITH CAP LS#1021 SET AT THE POINT OF BEGINNING;
2. NORTH 87°30'08" WEST, 249.81 FEET TO A 5/8" REBAR WITH CAP LS#1021 FOUND AT THE SOUTHEAST CORNER OF TRACT 1R OF FILE 2019-00025522; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE EAST BOUNDARY LINE OF SAID TRACT 1R THE FOLLOWING FOUR (4) COURSES;
 1. NORTH 02°34'51" EAST, 124.60 FEET TO A FOUND 5/8" REBAR WITH CAP LS#1021;
 2. NORTH 04°21'25" WEST, 155.21 FEET TO A FOUND 5/8" REBAR WITH CAP LS#1021;
 3. NORTH 85°38'35" EAST, 55.04 FEET TO A FOUND 5/8" REBAR WITH CAP LS#1021;
 4. NORTH 01°34'50" EAST, 186.05 FEET TO A SET 5/8" REBAR WITH CAP LS#1021; THENCE LEAVING SAID EAST BOUNDARY LINE, SOUTH 88°25'10" EAST, 194.50 FEET TO A SET 5/8" REBAR WITH CAP LS#1021; THENCE SOUTH 01°34'50" WEST, 253.67 FEET TO A SET 5/8" REBAR WITH CAP LS#1021; THENCE SOUTH 04°21'25" EAST, 151.23 FEET TO A SET 5/8" REBAR WITH CAP LS#1021; THENCE SOUTH 02°34'51" WEST, 70.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 106,551 SQUARE FEET OR 2.45 ACRES, MORE OR LESS.

PROPERTY DESCRIPTION TRACT 4-1 PER PROPERTY LINE ADJUSTMENT 2024-00012929, AS DESCRIBED IN SCRIVENER'S ERROR AFFIDAVIT 2024-00025757:

TRACT 4-1 OF THE PROPERTY LINE ADJUSTMENT RECORDED AS FILE 2024-00012929 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING FURTHER DESCRIBED AS:

ALL OF TRACT 4 OF THE LOT SPLIT RECORDED AS FILE 024A-00000277 AND A PART OF TRACT 5R OF THE PROPERTY LINE ADJUSTMENT RECORDED AS FILE 2020-00026573 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4);

THENCE S02°26'17"W, 1269.22 FEET;

THENCE S87°30'03"E, 1080.33 FEET TO THE POINT OF BEGINNING (POB TRACT 4-1) AT THE SOUTHEAST CORNER OF SAID TRACT 4;

THENCE N87°30'13"W, 195.79 FEET;

THENCE N02°33'49"E, 70.67 FEET;

THENCE N04°20'24"W, 151.21 FEET;

THENCE N01°34'34"E, 253.75 FEET;

THENCE N88°26'42"W, 194.42 FEET;

THENCE N01°33'19"E, 166.26 FEET;

THENCE N88°11'55"E, 9.56 FEET;

THENCE N01°49'16"W, 35.00 FEET;

THENCE S88°10'44"W, 7.48 FEET;

THENCE N01°34'50"E, 250.17 FEET;

THENCE N01°34'50"E, 2.00 FEET;

THENCE S88°25'12"E, 61.09 FEET;

THENCE N77°02'34"E, 53.92 FEET;

THENCE N27°57'26"W, 93.47 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 59.80 FEET, SAID CURVE HAVING A RADIUS OF 116.00 FEET, AND A CHORD BEARING AND DISTANCE OF N13°11'18"W, 59.14 FEET;

THENCE LEAVING SAID CURVE, N01°34'50"E, 37.07 FEET;

THENCE S88°25'10"E, 341.20 FEET;

THENCE S01°34'51"W, 791.59 FEET;

THENCE S00°20'32"W, 259.40 FEET;
THENCE S03°08'15"E, 69.77 FEET TO THE POINT OF BEGINNING (POB TRACT 4-1). CONTAINING 332,467 SQUARE FEET, 7.63 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

Descriptions of easement to be vacated

ACCESS EASEMENT VACATION DESCRIPTION:

A 35-FOOT ACCESS EASEMENT, DEDICATED BY AN EASEMENT PLAT RECORDED AS FILE 024A-00000283, LOCATED ON TRACT 3 OF THE PROPERTY LINE ADJUSTMENT RECORDED AS FILE 024A-00000277 OF THE PUBLIC RECORDS OF WASHINGTON COUNTY, ARKANSAS AND BEING A PART OF THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 17 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POB) AT THE SOUTHEAST CORNER OF SAID TRACT 3;
THENCE ALONG THE SOUTH LINE OF SAID TRACT 3, N 87°29'59" W, 35.00 FEET;
THENCE LEAVING SAID SOUTH LINE, N 02°33'49" E, 68.60 FEET;
THENCE N 04°20'24" W, 150.91 FEET;
THENCE N 01°34'34" E, 255.54 FEET TO THE NORTH LINE OF SAID TRACT 3;
THENCE ALONG SAID NORTH LINE, S 88°26'42" E, 35.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 3;
THENCE LEAVING SAID NORTH LINE, ALONG THE EAST LINE OF SAID TRACT 3, S 01°34'34" W, 253.75 FEET;
THENCE CONTINUING ALONG SAID EAST LINE, S 04°20'24" E, 151.21 FEET;
THENCE CONTINUING ALONG SAID EAST LINE, S 02°33'49" W, 70.67 FEET TO THE POINT OF BEGINNING (POB), CONTAINING 16,637 SQ. FT., OR 0.38 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY, OR COVENANTS OF RECORD.

March 17, 2025

City of Fayetteville Planning Commission and City Council
RE: Drake Farms- Access, Utility, and Stormwater Easement Vacations

Cover Letter

Planning Commission and City Council members,
As a requirement for an Easement Plat MCE is creating for the subject properties, we are submitting easement vacation requests to clean up the easements as they currently exist, by vacating existing access, utility, and stormwater easements so they can be rededicated with the forthcoming Easement Plat.

The subject properties are located along Drake Avenue in Fayetteville (APN: 765-15884-002 & 765-15884-004) at 2828 Mansfield Ave, and the subject easements were all dedicated per Easement Plat 024A-00000283.

Please let me know if you have any questions.

Sincerely,
McClelland Consulting Engineers, Inc.



Nathan Crouch
Project Coordinator

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
DESIGNED TO SERVE
(479) 443.2377
ncrouch@mce.us.com

April 8, 2025

PETITION TO VACATE AN ACCESS EASEMENT LOCATED AT 2828 N. MANSFIELD AVE, FAYETTEVILLE, AR, ON PARCEL 765-15884-002, WHICH IS A PART OF TRACT 2R OF A PROPERTY LINE ADJUSTMENT RECORDED AS FILE # 2019-00025522.

To: Fayetteville Planning Commission, and Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the **access easement**, hereinafter sought to be abandoned and vacated, lying on parcel 765-15884-002, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an access easement, which is described as follows:

(Legal Description of Access Easement to be vacated is attached)

That the abutting real estate affected by said abandonment of the access easement, used by the public for a period of time, and that the public interest and welfare would not be adversely affected by the abandonment of the above-described **access easement**.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above-described access easement, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further request that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said land.

Drake Farms- Access Easement Vacation

THOMAS J. OLNSTEAD SVP & General Counsel
Printed Name WASHINGTON REGIONAL MEDICAL SERVICES

Thomas J. Olmstead 20 MARCH 2025
Signature Date

Sincerely,
McClelland Consulting Engineers, Inc.

Nathan Crouch

Nathan Crouch, Project Coordinator

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
(479) 443.2377
ncrouch@mce.us.com

April 8, 2025

PETITION TO VACATE AN ACCESS EASEMENT LOCATED AT 2828 N. MANSFIELD AVE, FAYETTEVILLE, AR, ON PARCEL 765-15884-002, WHICH IS A PART OF TRACT 2R OF A PROPERTY LINE ADJUSTMENT RECORDED AS FILE # 2019-00025522.

To: Fayetteville Planning Commission, and Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the **access easement**, hereinafter sought to be abandoned and vacated, lying on parcel 765-15884-002, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an access easement, which is described as follows:

(Legal Description of Access Easement to be vacated is attached)

That the abutting real estate affected by said abandonment of the access easement, used by the public for a period of time, and that the public interest and welfare would not be adversely affected by the abandonment of the above-described **access easement**.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above-described access easement, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further request that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said land.

Drake Farms- Access Easement Vacation

NEAL R. PENDERGRAFT
Printed Name


Signature

3/14/25
Date

Sincerely,
McClelland Consulting Engineers, Inc.



Nathan Crouch, Project Coordinator

MCE McCLELLAND
CONSULTING
DESIGNED TO SERVE ENGINEERS, INC.

(479) 443.2377

ncrouch@mce.us.com

April 8, 2025

PETITION TO VACATE AN ACCESS EASEMENT LOCATED AT 2828 N. MANSFIELD AVE, FAYETTEVILLE, AR, ON PARCEL 765-15884-002, WHICH IS A PART OF TRACT 2R OF A PROPERTY LINE ADJUSTMENT RECORDED AS FILE # 2019-00025522.

To: Fayetteville Planning Commission, and Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the **access easement**, hereinafter sought to be abandoned and vacated, lying on parcel 765-15884-002, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an access easement, which is described as follows:

(Legal Description of Access Easement to be vacated is attached)

That the abutting real estate affected by said abandonment of the access easement, used by the public for a period of time, and that the public interest and welfare would not be adversely affected by the abandonment of the above-described **access easement**.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above-described access easement, subject, however, to the existing utility easements and sewer easements as required, and that the above-described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further request that the above-described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said land.

Drake Farms- Access Easement Vacation

JEREMY HUDSON

Printed Name

Signature

3/14/25
Date

Sincerely,
McClelland Consulting Engineers, Inc.

Nathan Crouch

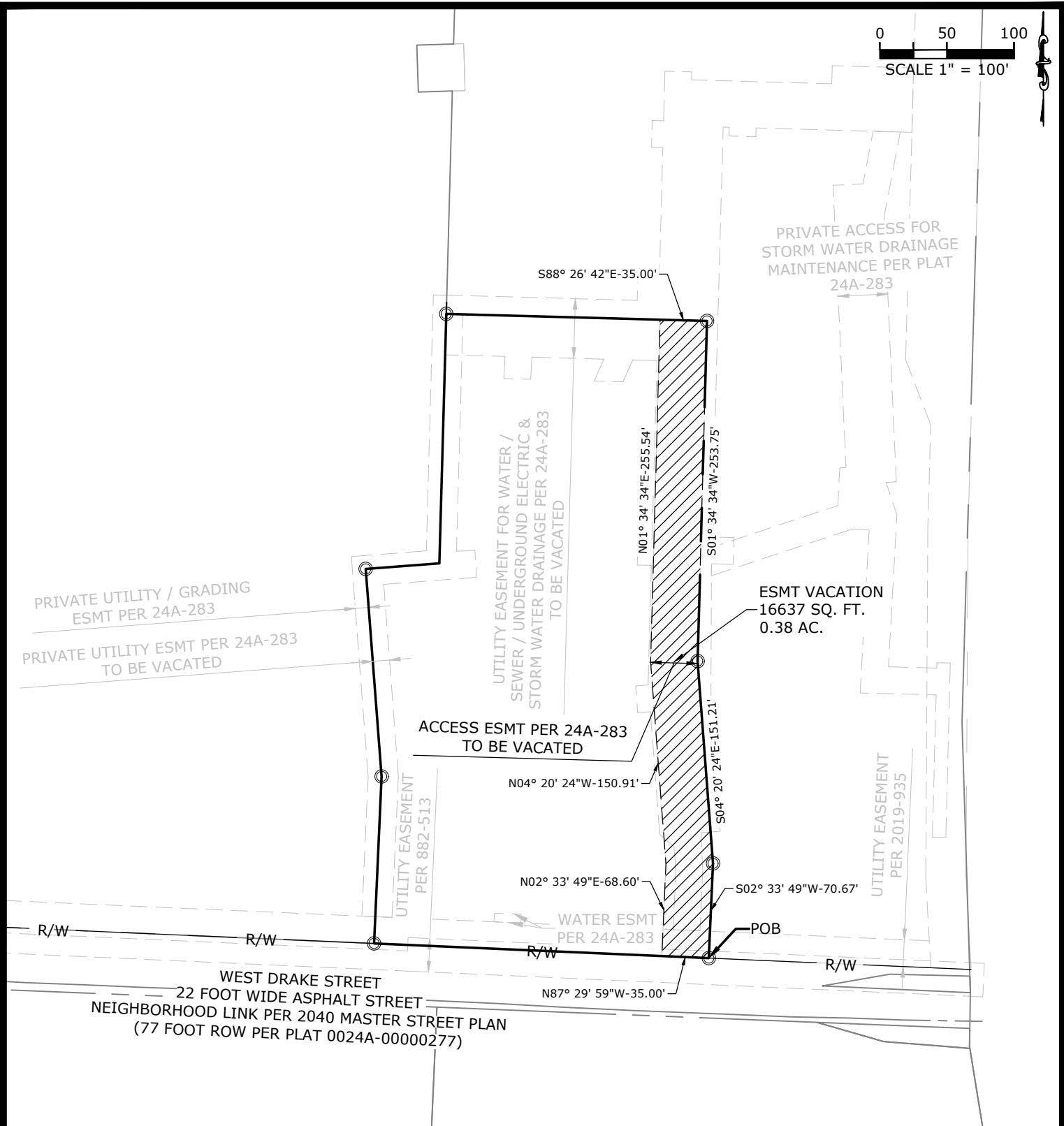
Nathan Crouch, Project Coordinator

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
DESIGNED TO SERVE

(479) 443.2377

ncrouch@mce.us.com

W:\2024\24-2118 - FAYETTEVILLE, AR, DRAKE FARMS PLA & EASEMENT PLAT\SURVEY\BOUNDARY\EASEMENT VACATIONS\242118 ESMT VACATION EXHIBITS REV1.DWG



LEGEND

765-15884-002 ——— TAX PARCEL NUMBER

2020-33831 ——— DEED RECORD

——— EXISTING PROPERTY LINE

————— EASEMENT PER 24A-283 TO BE VACATED

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
CB	DB
DATE:	REVISION:
4/14/25	
SCALE:	PROJ. NUMBER:
AS NOTED	241118

EXHIBIT "A"
MAP

DRAKE FARMS
FAYETTEVILLE, ARKANSAS

2828 MANSFIELD LLC

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

EX-1

©2025