# City of Fayetteville, Arkansas

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

# City Council Final Agenda

**Tuesday, July 15, 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: 852 1962 3802**
   **PUBLIC REGISTRATION LINK: HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_25S6JIMGS3GFRKX7A86DEQ#/REGISTRATION**

   **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**

**PROPOSED AGENDA ADDITIONS**

**A. CONSENT**

**A.1. APPROVAL OF THE JUNE 17, 2025 CITY COUNCIL MEETING MINUTES**

**A.2. APPROVAL OF THE JULY 1, 2025 CITY COUNCIL MEETING MINUTES**

**A.3. DRAKE STREET TRAIL CONNECTION:**

A RESOLUTION TO AWARD BID #25-36 AND AUTHORIZE A CONTRACT WITH GRANT GARRETT EXCAVATING, INC. IN THE AMOUNT OF $1,558,910.80 FOR THE CONSTRUCTION OF THE DRAKE STREET TRAIL CONNECTION PROJECT; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $100,000.00; TO AUTHORIZE A TRI-PARTY AGREEMENT BETWEEN THE CITY, NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION TO ACCEPT ADDITIONAL FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDING IN THE AMOUNT OF $710,534.00; AND TO APPROVE A BUDGET ADJUSTMENT (2025-996)

**A.4. MURAL SERVICE CONTRACT CHANGE ORDER:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH AGAR, LLC IN THE AMOUNT OF $9,200.00 FOR THE CHANGE IN MURAL LOCATION – WEST AVENUE MURAL PROJECT (2025-1047)

**A.5. AIRPORT BUSINESS PLAN:**

A RESOLUTION TO APPROVE TASK ORDER NO. 12 WITH GARVER, LLC IN THE AMOUNT OF $49,983.48 FOR SERVICES RELATED TO THE DEVELOPMENT OF AN AIRPORT BUSINESS PLAN, AND TO APPROVE A BUDGET ADJUSTMENT (2025-1049)

**A.6. UNDERWOOD PARK IMPROVEMENTS:**

A RESOLUTION TO AWARD BID #25-38 AND AUTHORIZE A CONTRACT WITH LEGACY CONSTRUCTION MANAGEMENT IN THE AMOUNT OF $3,628,930.66 FOR PHASE 1 CONSTRUCTION AT UNDERWOOD PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $250,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – PARK IMPROVEMENT BOND PROJECT (2025-1034)

**A.7. BOND UNDERWRITER CONTRACT:**

A RESOLUTION TO APPROVE A FIVE-YEAR CONTRACT WITH STEPHENS, INC. PURSUANT TO RFQ 25-05 FOR BOND UNDERWRITING AND RELATED SERVICES (2025-1120)

**A.8. INTENT TO APPROPRIATE FUNDS TOWARD ADDRESSING HOMELESSNESS:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO APPROPRIATE UP TO $450,000.00 FROM THE GENERAL FUND BALANCE TO SUPPORT INITIATIVES ADDRESSING HOMELESSNESS (2025-1183)

**B. UNFINISHED BUSINESS**

**B.1. 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)

FOR ITEM HISTORY FROM MAY 6, 2025 THROUGH JUNE 17, 2025 PLEASE CONTACT THE OFFICE OF THE CITY CLERK TREASURER.

AT THE JULY 1, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE THIRD AND FINAL READING AND TABLED TO THE JULY 15, 2025 CITY COUNCIL MEETING.

**B.2. ESTABLISHMENT OF FAYETTEVILLE RENTERS COUNCIL:**

AN ORDINANCE TO ESTABLISH THE CITY OF FAYETTEVILLE RENTERS' COUNCIL REPRESENTING THE INTERESTS OF RENTERS LOCATED WITHIN THE CITY OF FAYETTEVILLE TO ADVISE AND MAKE RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL ON PUBLIC POLICY MATTERS OF IMPORTANCE TO RENTERS CITYWIDE IN CHAPTER 33 OF THE FAYETTEVILLE CITY CODE (2025-840)

AT THE JUNE 17, 2025 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READING AND TABLED TO THE JULY 15, 2025 CITY COUNCIL MEETING.

## C. NEW BUSINESS

**C.1. FAYETTEVILLE LOCAL POLICE PENSION AND RELIEF FUND CONSOLIDATION WITH A 3% COLA:**

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE POLICE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI (2025-1006)

**C.2. RECYCLING AND TRASH DIVISION RATE STUDY:**

A RESOLUTION TO ACCEPT AND ADOPT THE 2025 RECYCLING AND TRASH COLLECTION RATE STUDY (2025-1132)

**C.3. RECYCLING AND TRASH DIVISION RATE INCREASE ADOPTION:**

AN ORDINANCE TO ALIGN THE CITY'S RECYCLING AND TRASH COLLECTION RATES WITH THE RECENT RATE STUDY AND INCREASE THE RECYCLING AND TRASH USER FEE BY 9.5% FOR 2026 AND 7.5% FOR 2027 BY AMENDING § 50.40 (A) RATES FOR SERVICES OF THE FAYETTEVILLE CITY CODE (2025-1135)

**C.4. REZONING (EAST OF 1228 S. WEST AVE./BATES-SIEMEK, 562):**

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-21 FOR APPROXIMATELY 0.12 ACRES LOCATED EAST OF 1228 SOUTH WEST AVENUE IN WARD 1 FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO UN, URBAN NEIGHBORHOOD, SUBJECT TO A BILL OF ASSURANCE (2025-1060)

**C.5. AMEND §167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT:**

AN ORDINANCE TO AMEND § 167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT TO PROVIDE THE CITY COUNCIL INCREASED POTENTIAL REQUIREMENTS WHEN AN APPLICANT SEEKS TO VACATE A TREE PRESERVATION EASEMENT AND TO DECLARE AN EMERGENCY (2025-1184)

**C.6. VAC-2025-0007 (APPEAL OF PLANNING COMMISSION DENIAL):**

AN ORDINANCE TO APPROVE VAC-25-07 FOR PROPERTY LOCATED AT 7 SOUTH UNIVERSITY AVENUE IN WARD 2 TO VACATE A PORTION OF AIRSPACE ABOVE AN EXISTING PLATTED ALLEY RIGHT-OF-WAY (2025-1059)

**C.7. RZN-2025-0011 (APPEAL OF PLANNING COMMISSION DENIAL):**

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-11 FOR APPROXIMATELY 2.83 ACRES LOCATED SOUTHWEST OF WEST CENTER STREET AND NORTH UNIVERSITY AVENUE IN WARD 2 FROM RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE AND DG, DOWNTOWN GENERAL TO MSC, MAIN STREET CENTER, SUBJECT TO A BILL OF ASSURANCE (2025-1037)

**D. CITY COUNCIL TOUR**

**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.

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-996

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

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

**FROM:** Matt Mihalevich, Active Transportation Manager

**SUBJECT:** **Award of Bid #25-36 for Construction of Drake Street Trail and recognize Federal Aid funding**

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**RECOMMENDATION:**
Staff recommends award of Bid #25-36 and authorization of a contract with Grant Garrett Excavating, Inc. in the amount of $1,558,910.80 for the construction of the Drake Street Trail Connection project from Gordon Long Park to College Avenue, approval of $100,000 in contingency, approval for the Mayor to enter into a tri-party agreement between the City of Fayetteville, the Northwest Arkansas Regional Planning Commission and the Arkansas Department of Transportation for the acceptance of additional Federal-aid Transportation Alternatives Program funding in the amount of $710,534.00 and approval of a budget adjustment to recognize this revenue.

**BACKGROUND:**
The City of Fayetteville has received a total of $1,210,534 in federal-aid funding through the Northwest Arkansas Regional Planning Commission - Transportation Alternatives Program for the construction of the Drake Street Trail Connection. The funding was awarded in three funding cycles:

- **August 2023**: $500,000 (recognized by resolution 271-23)
- **June 2024**: $500,000
- **June 2025**: $210,534

In November 2023, a contract was approved with Crafton-Tull and Associates by resolution 236-23 for the design of the Drake Street Trail Connection. The project is now fully designed and has been through the Federal-aid process and approved by the Arkansas Department of Transportation to proceed with construction. A Tri-party Agreement of Understanding will soon follow between the City (carrying out the project), NWARPC (awarding the federal funds), and ARDOT (reimbursing NWARPC awarded funds and overseeing federal compliance).

**DISCUSSION:**
The Drake Street Trail project will transform underutilized space along the current four-lane section of Drake Street into a two-way protected trail for pedestrians and cyclists. This trail will extend west from College Avenue and continue with a new segment connecting directly to Gordon Long Park and the Razorback Regional Greenway.

Spanning approximately 4,376 linear feet, the trail will create a safe, continuous, and accessible corridor that directly benefits an estimated 2,000 residents and 266 businesses within a half-mile radius. It will provide crucial connectivity between neighborhoods east of Scull Creek and key destinations like Gordon Long Park and the broader greenway network.

Designed to accommodate users of all ages and abilities, this project especially supports those who rely on walking, biking, or public transit due to limited access to a personal vehicle. By improving infrastructure for non-motorized transportation, the trail advances the City's goals of equity, sustainability, and enhanced quality of life.

Bid #25-36 was opened publicly on April 22nd, 2025, with five bidders providing bids. Grant Garrett Excavating Inc. being the lowest responsive bidder and the bid tabulation is included. The bid amount is within the engineers' estimate and within the amount of certified funds allowed. The contract time is 240 days for final completion.

**BUDGET/STAFF IMPACT:**
The total amount for the Drake Street Trail construction is $1,558,910.80 with $1,210,534 coming from federal aid and $348,376.80 from City match through trails program CIP. There is also $100,000 in project contingency. The construction will be managed by City staff.

**ATTACHMENTS:** 3. Staff Review Form, 4. Budget Adjustment, 5. Drake St Cycletrack Map, 6. Drake St. Residential and Business Density 8.5 x 11, 7. Bid 25-36, Bid Tab - Final, 8. Drake Street Trail Agreement_GGE Signed, 9. 271-23 Resolution - Page, 10. 040955 ARDOT Concurrence, 11. NWARPC FFY2026_CRP Award Letter_Fayetteville_Drake Street Connections_040955_2025-06-17, 12. NWARPC TAP FFY2025 Fayetteville Drake St Trail Award Letter 2024-06-06 $500k, 13. Bid 25-36, Submittal - Grant Garrett Excavating INC - E

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

**File #:** 2025-996

**A RESOLUTION TO AWARD BID #25-36 AND AUTHORIZE A CONTRACT WITH GRANT GARRETT EXCAVATING, INC. IN THE AMOUNT OF $1,558,910.80 FOR THE CONSTRUCTION OF THE DRAKE STREET TRAIL CONNECTION PROJECT; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $100,000.00; TO AUTHORIZE A TRI-PARTY AGREEMENT BETWEEN THE CITY, NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION TO ACCEPT ADDITIONAL FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDING IN THE AMOUNT OF $710,534.00; AND TO APPROVE A BUDGET ADJUSTMENT**

**WHEREAS**, the City has received a total of $1,210,534.00 in federal-aid funding through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program for the construction of the Drake Street Trail Connection; and

**WHEREAS**, on November 7, 2023, City Council approved Resolution 236-23 that authorized a professional engineering service agreement with Crafton, Tull & Associates, Inc. for engineering design services associated with Drake Street Trail Connection; and

**WHEREAS**, on December 5, 2023, City Council approved Resolution 271-23 authorizing an agreement of understanding with the Arkansas Department of Transportation for the construction of the Drake Street Trail; and

**WHEREAS**, the project is now fully designed and has been approved by the Arkansas Department of Transportation to proceed with construction; and

**WHEREAS**, the Drake Street Trail project will transform underutilized space along the current four-lane section of Drake Street into a two-way protected trail for pedestrians and cyclists that will extend west from College Avenue and continue with a new segment connecting directly to Gordon Long Park and the Razorback Regional Greenway.

**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 #25-36 and authorizes a contract with Grant Garrett Excavating, Inc. in the amount of $1,558,910.82 for the construction of the Drake Street Trail Connection project, and further approves a project contingency in the amount of $100,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to

sign a tri-party agreement between the City, Northwest Arkansas Regional Planning Commission and the Arkansas Department of Transportation when received for the additional Federal-aid Transportation Alternatives Program funding in the amount of $710,534.00, and further authorizes the Mayor to sign any additional grant documents as necessary to receive the funds for this 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**

**2025-996**

**Item ID**

**July 15th, 2025**

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

| Matt Mihalevich | 6/13/2025 | ENGINEERING (621) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

Staff recommends award of Bid #25-36 and authorization of a contract with Grant Garrett Excavating, Inc. in the amount of $1,558,910.80 for the construction of the Drake Street Trail Connection project from Gordon Long Park to College Avenue, approval of $100,000 in contingency, approval of the Mayor to enter into a tri-party agreement between the City of Fayetteville, the Northwest Arkansas Regional Planning Commission and the Arkansas Department of Transportation for the acceptance of additional Federal-aid Transportation Alternatives Program funding in the amount of $710,534.00 and approval of a budget adjustment to recognize this revenue.

## Budget Impact:

| 4470.800.8830-5814.05 | Sales Tax Capital Improvements |
|---|---|
| Account Number | Fund |
| 02016.2302 | Trail Development - Drake St to Gordon Long Park |
| Project Number | Project Title |

| | | | | |
|---|---|---|---|---|
| **Budgeted Item?** | Yes | Total Amended Budget | $ | 878,341.00 |
| | | Expenses (Actual+Encum) | $ | 8,036.89 |
| | | Available Budget | $ | **870,304.11** |
| **Does item have a direct cost?** | Yes | Item Cost | $ | 1,658,910.80 |
| **Is a Budget Adjustment attached?** | Yes | Budget Adjustment | $ | 800,534.00 |
| | | Remaining Budget | $ | **11,927.31** |

*V20221130*

**Purchase Order Number:**

**Previous Ordinance or Resolution #** 271-23 & 236-23

**Change Order Number:**

**Approval Date:**

**Original Contract Number:**

**Comments:**

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

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

### BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends award of Bid #25-36 and authorization of a contract with Grant Garrett Excavating, Inc. in the amount of $1,558,910.80 for the construction of the Drake Street Trail Connection project from Gordon Long Park to College Avenue, approval of $100,000 in contingency, approval of the Mayor to enter into a tri-party agreement between the City of Fayetteville, the Northwest Arkansas Regional Planning Commission and the Arkansas Department of Transportation for the acceptance of additional Federal-aid Transportation Alternatives Program funding in the amount of $710,534.00 and approval of a budget adjustment to recognize this revenue.

RESOLUTION/ORDINANCE

COUNCIL DATE: 7/15/2025

ITEM ID#: **2025-996**

Holly Black
6/25/2025 8:56 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

v.2025513

| Account Number | Increase / (Decrease) Expense | Revenue | Project.Sub# Project | Sub.Detl | AT | Account Name |
|---|---|---|---|---|---|---|
| TOTAL | 710,534 | 710,534 | | | | |
| 4470.800.8830-5814.05 | 700,534 | - | 02016 | 2302 | EX | Improvements - Trails |
| 4470.800.8830-5911.99 | 100,000 | - | 02016 | 2302 | EX | Contingency - Capital Project |
| 4470.800.8830-4309.00 | - | 500,000 | 02016 | 2302 | RE | Federal Grants - Capital |
| 4470.800.8830-4309.00 | - | 210,534 | 02016 | 2302 | RE | Federal Grants - Capital |
| 4470.800.8830-5814.05 | (90,000) | - | 02016 | 7302 | EX | Improvements - Trails |
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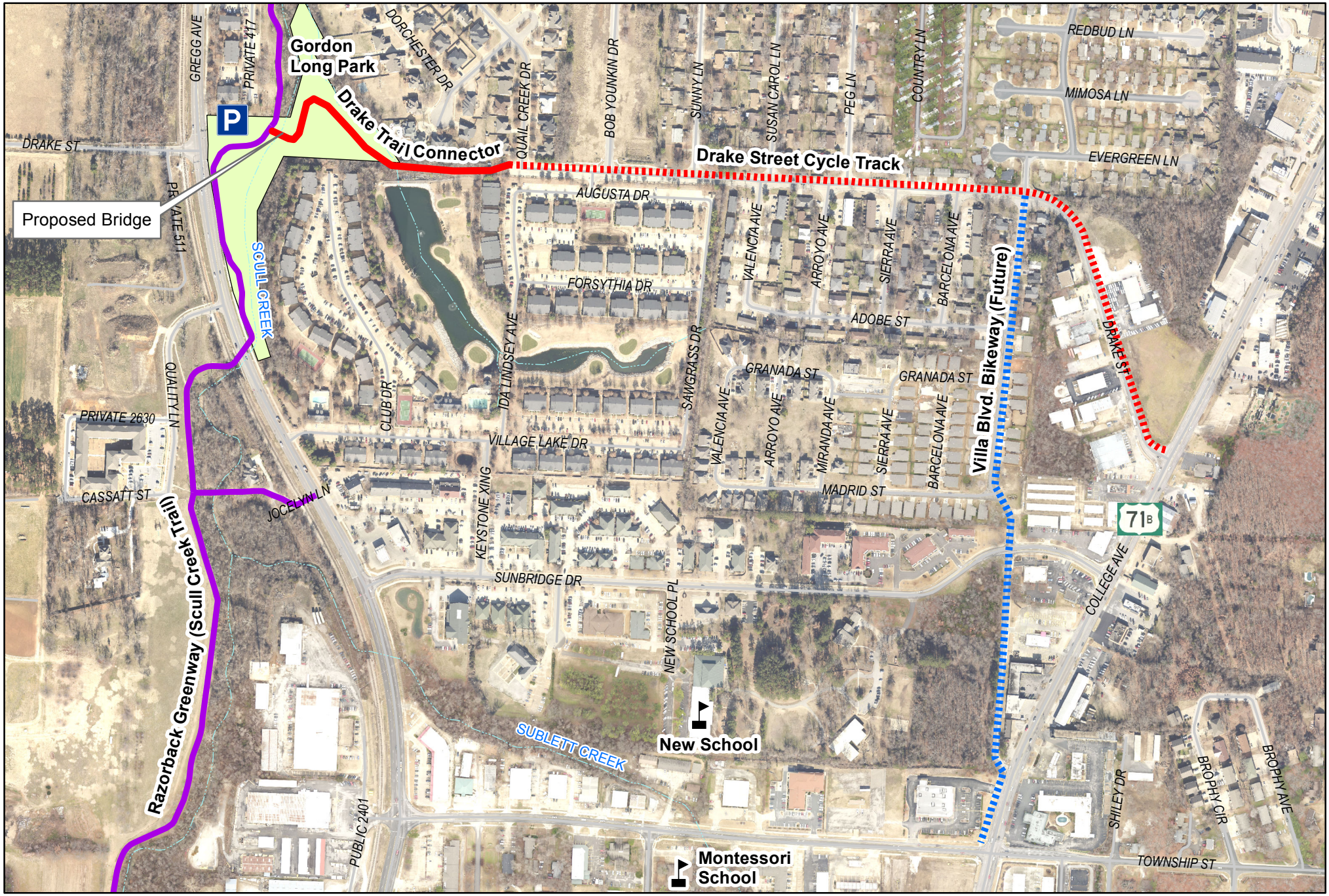


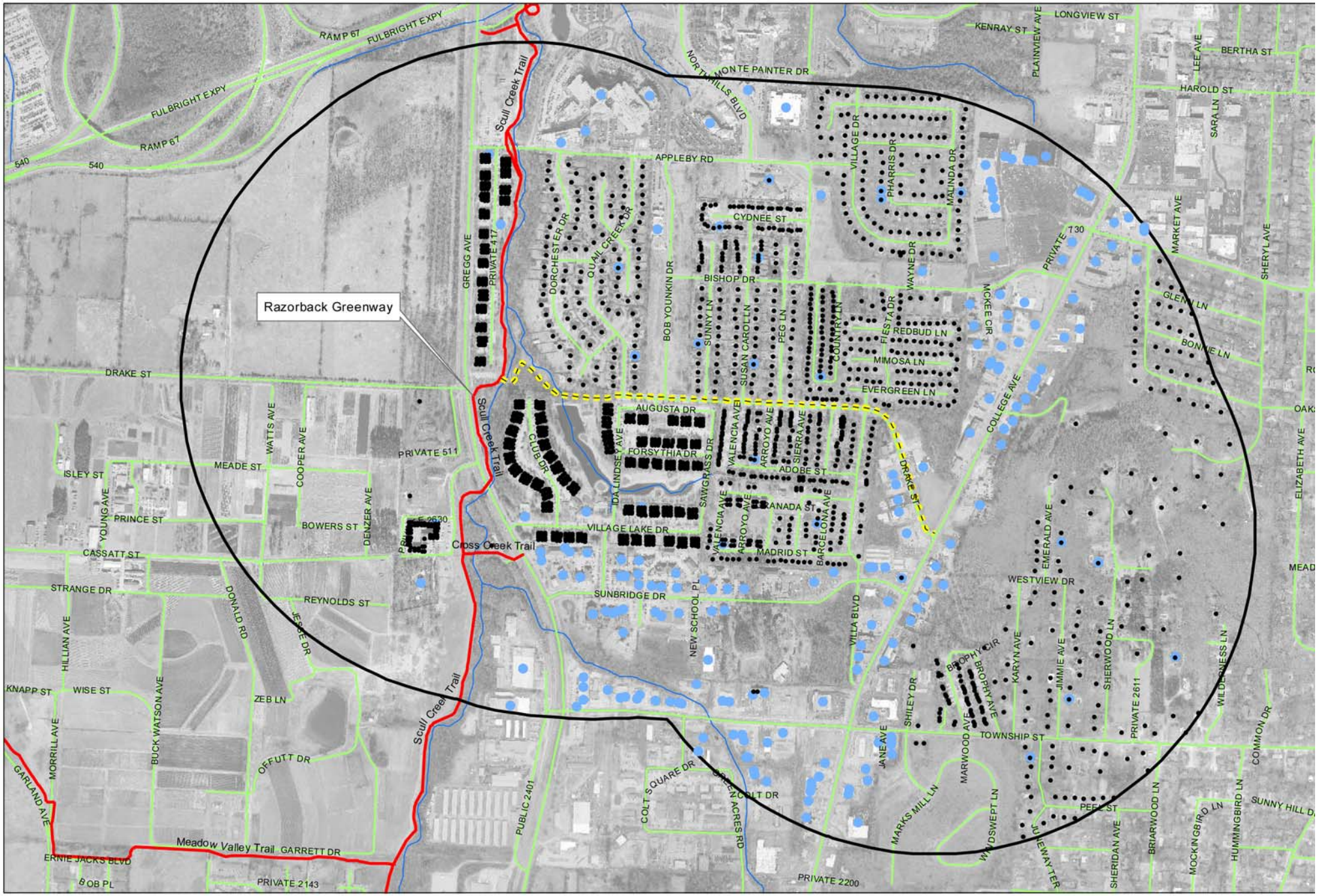

**Legend**

- Proposed Drake Trail Connection - 0.22 Miles
- Proposed Drake Street Cycletrack - 0.62 Miles
- Existing Trails Multi-Use

# Drake Street Trail Connection and Cycle Track
# Proposed TAP Project

0 100 200 400 600 800 1,000 Feet

N




- Residential Unit (1,958 units)
- Business (266 Businesses)
  2, 696 Full-Time
  1,156 Part-Time
- Drake_Street_Trail
- Trails (Multi-Use)
- Streams
- 1/2 Mile Distance from Trail

# Drake Street Trail Connection and Cycletrack

FFY 2025 TAP Project

0 400 800 1,600 Feet

1 inch = 800 feet

N

Document Path: G:\GIS2\Projects\2013\Trails--Drake Street Trail Connection\Maps\Drake Street Trail Connection.mxd

CITY OF FAYETTEVILLE ARKANSAS

## BID TABULATION

## Bid 25-36, Construction - Drake Street Trail Connection

DEADLINE: Tuesday, April 22, 2025 at 2:00 PM

CERTIFIED FUNDS: $1,300,000 *($1,625,000 total allowed)*

| | | | | Grant Garrett Excavating Inc | | Sweetser Construction, Inc. | | Tri Star Contractors | | Milestone Construction Company, LLC | | NEC, Inc | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Total | | $1,558,910.80 | | $1,645,502.05 | | $1,804,102.70 | | $2,021,665.23 | | $2,233,022.80 | |
| Line # | Description | QTY | UOM | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended |
| 1 | Clearing | 1 | AC | $22,106.71 | $22,106.71 | $16,500.00 | $16,500.00 | $5,000.00 | $5,000.00 | $89,719.50 | $89,719.50 | $50,366.00 | $50,366.00 |
| 2 | Grubbing | 1 | AC | $12,718.92 | $12,718.92 | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 | $149,500.00 | $149,500.00 | $40,690.00 | $40,690.00 |
| 3 | Removal and Disposal of Curb | 922 | LF | $4.94 | $4,554.68 | $25.00 | $23,050.00 | $10.00 | $9,220.00 | $13.80 | $12,723.60 | $21.50 | $19,823.00 |
| 4 | Removal and Disposal of Pavement | 1870 | SY | $16.47 | $30,798.90 | $40.00 | $74,800.00 | $5.00 | $9,350.00 | $33.53 | $62,701.10 | $15.00 | $28,050.00 |
| 5 | Removal and Disposal of Sidewalk | 639 | SY | $4.11 | $2,626.29 | $40.00 | $25,560.00 | $5.00 | $3,195.00 | $21.80 | $13,930.20 | $14.00 | $8,946.00 |
| 6 | Undercut and Stone Backfill | 10 | CY | $83.16 | $831.60 | $75.00 | $750.00 | $200.00 | $2,000.00 | $197.46 | $1,974.60 | $247.50 | $2,475.00 |
| 7 | Undercut and Backfill | 902 | CY | $38.68 | $34,889.36 | $65.00 | $58,630.00 | $40.00 | $36,080.00 | $148.20 | $133,676.40 | $76.00 | $68,552.00 |
| 8 | Rock Excavation | 10 | CY | $263.17 | $2,631.70 | $400.00 | $4,000.00 | $300.00 | $3,000.00 | $520.00 | $5,200.00 | $881.00 | $8,810.00 |
| 9 | Unclassified Excavation (Plan Quantity) | 392 | CY | $14.57 | $5,711.44 | $30.00 | $11,760.00 | $20.00 | $7,840.00 | $70.60 | $27,675.20 | $30.00 | $11,760.00 |
| 10 | Compacted Embankment (Plan Quantity) | 1047 | CY | $13.76 | $14,406.72 | $35.00 | $36,645.00 | $17.50 | $18,322.50 | $71.81 | $75,185.07 | $26.00 | $27,222.00 |
| 11 | Subgrade Preparation | 2387 | SY | $4.29 | $10,240.23 | $5.00 | $11,935.00 | $2.00 | $4,774.00 | $2.40 | $5,728.80 | $10.00 | $23,870.00 |
| 12 | Aggregate Base Course (Class 7) | 272 | CY | $94.86 | $25,801.92 | $35.00 | $9,520.00 | $50.00 | $13,600.00 | $115.70 | $31,470.40 | $82.00 | $22,304.00 |
| 13 | Portland Cement Concrete Base (4" U.T.) | 566 | SY | $52.63 | $29,788.58 | $75.00 | $42,450.00 | $225.00 | $127,350.00 | $115.70 | $65,486.20 | $182.50 | $103,295.00 |
| 14 | Portland Cement Concrete Base (6" U.T.) | 50 | SY | $92.40 | $4,620.00 | $95.00 | $4,750.00 | $300.00 | $15,000.00 | $153.40 | $7,670.00 | $103.50 | $5,175.00 |
| 15 | Portland Cement Concrete Pavement (6" U.T., Stamped & Colo | 97 | SY | $245.04 | $23,768.88 | $95.00 | $9,215.00 | $195.00 | $18,915.00 | $110.50 | $10,718.50 | $171.50 | $16,635.50 |
| 16 | Portland Cement Concrete Pavement (6" U.T.) | 34 | SY | $79.95 | $2,718.30 | $91.50 | $3,111.00 | $125.00 | $4,250.00 | $99.45 | $3,381.30 | $76.50 | $2,601.00 |
| 17 | Portland Cement Concrete Pavement (4" U.T., Colored) | 17 | SY | $78.19 | $1,329.23 | $81.00 | $1,377.00 | $175.00 | $2,975.00 | $87.75 | $1,491.75 | $73.50 | $1,249.50 |
| 18 | Portland Cement Concrete Driveway | 24 | SY | $73.69 | $1,768.56 | $110.00 | $2,640.00 | $122.00 | $2,928.00 | $76.05 | $1,825.20 | $89.00 | $2,136.00 |
| 19 | Moblization (Shall not exceed 5% of Total Bid) | 1 | LS | $24,963.18 | $24,963.18 | $32,512.00 | $32,512.00 | $83,523.25 | $83,523.25 | $23,075.00 | $23,075.00 | $40,675.00 | $40,675.00 |
| 20 | Maintenance of Traffic | 1 | LS | $28,554.62 | $28,554.62 | $25,000.00 | $25,000.00 | $37,000.00 | $37,000.00 | $6,500.00 | $6,500.00 | $15,794.00 | $15,794.00 |
| 21 | 18" Reinforced Concrete Pipe (Class III) | 4 | LF | $316.55 | $1,266.20 | $110.00 | $440.00 | $125.00 | $500.00 | $247.00 | $988.00 | $365.00 | $1,460.00 |
| 22 | 22"x13" Reinforced Concrete Arch Pipe (Class III) | 39 | LF | $125.72 | $4,903.08 | $198.00 | $7,722.00 | $230.00 | $8,970.00 | $155.35 | $6,058.65 | $175.00 | $6,825.00 |
| 23 | Drop Inlet (4' Diameter Curb Inlet) | 1 | EA | $7,888.59 | $7,888.59 | $3,600.00 | $3,600.00 | $5,700.00 | $5,700.00 | $12,220.00 | $12,220.00 | $5,438.00 | $5,438.00 |
| 24 | Drop Inlet (4'x6' Curb Inlet) | 1 | EA | $13,511.06 | $13,511.06 | $4,200.00 | $4,200.00 | $7,500.00 | $7,500.00 | $14,820.00 | $14,820.00 | $9,543.00 | $9,543.00 |
| 25 | Drop Inlet (Reverse Curb Inlet) | 1 | EA | $15,104.96 | $15,104.96 | $4,400.00 | $4,400.00 | $6,500.00 | $6,500.00 | $14,820.00 | $14,820.00 | $9,065.00 | $9,065.00 |
| 26 | Guardrail (Weathering Steel) | 95 | LF | $78.66 | $7,472.70 | $81.00 | $7,695.00 | $300.00 | $28,500.00 | $77.85 | $7,395.75 | $54.50 | $5,177.50 |
| 27 | Solid Sodding | 2174 | SY | $4.42 | $9,609.08 | $18.00 | $39,132.00 | $5.00 | $10,870.00 | $6.50 | $14,131.00 | $6.50 | $14,131.00 |
| 28 | Topsoil Furnished and Placed | 241 | CY | $22.67 | $5,463.47 | $15.00 | $3,615.00 | $27.00 | $6,507.00 | $84.50 | $20,364.50 | $73.50 | $17,713.50 |
| 29 | Concrete Island (Cycle Track Median) | 566 | SY | $143.91 | $81,453.06 | $75.00 | $42,450.00 | $225.00 | $127,350.00 | $79.56 | $45,030.96 | $133.00 | $75,278.00 |
| 30 | Concrete Walks | 1725 | SY | $77.44 | $133,584.00 | $68.00 | $117,300.00 | $85.00 | $146,625.00 | $72.54 | $125,131.50 | $60.50 | $104,362.50 |
| 31 | Hand Railing (Black) | 93 | LF | $234.69 | $21,826.17 | $240.75 | $22,389.75 | $100.00 | $9,300.00 | $55.24 | $5,137.32 | $154.50 | $14,368.50 |
| 32 | Concrete Combination Curb and Gutter | 1050 | LF | $33.70 | $35,385.00 | $38.00 | $39,900.00 | $20.00 | $21,000.00 | $42.35 | $44,467.50 | $28.00 | $29,400.00 |
| 33 | Concrete Combination Curb and Gutter (Mountable) | 434 | LF | $33.71 | $14,630.14 | $38.00 | $16,492.00 | $25.00 | $10,850.00 | $42.35 | $18,379.90 | $27.50 | $11,935.00 |
| 34 | Roadway Construction Control | 1 | LS | $27,423.75 | $27,423.75 | $11,700.00 | $11,700.00 | $27,500.00 | $27,500.00 | $6,500.00 | $6,500.00 | $255,809.00 | $255,809.00 |
| 35 | Wheelchair Ramps | 53 | SY | $1,166.66 | $61,832.98 | $195.00 | $10,335.00 | $100.00 | $5,300.00 | $214.50 | $11,368.50 | $535.50 | $28,381.50 |
| 36 | Non-Metallic Conduit (1-1/2") | 1050 | LF | $39.39 | $41,359.50 | $15.00 | $15,750.00 | $16.00 | $16,800.00 | $16.25 | $17,062.50 | $18.50 | $19,425.00 |
| 37 | Concrete Pull Box (12"x12") | 12 | EA | $949.54 | $11,394.48 | $1,350.00 | $16,200.00 | $1,400.00 | $16,800.00 | $1,462.50 | $17,550.00 | $1,343.00 | $16,116.00 |
| 38 | Standard Sign | 77 | SF | $53.22 | $4,097.94 | $34.80 | $2,679.60 | $40.00 | $3,080.00 | $59.15 | $4,554.55 | $158.00 | $12,166.00 |
| 39 | Channel Post Sign Support | 13 | EA | $409.39 | $5,322.07 | $114.00 | $1,482.00 | $750.00 | $9,750.00 | $455.00 | $5,915.00 | $107.00 | $1,391.00 |
| 40 | Dumped Riprap (Grouted) | 10 | CY | $204.95 | $2,049.50 | $150.00 | $1,500.00 | $250.00 | $2,500.00 | $162.18 | $1,621.80 | $452.00 | $4,520.00 |
| 41 | Bonds and Insurance | 1 | LS | $13,021.18 | $13,021.18 | $16,200.00 | $16,200.00 | $50,113.95 | $50,113.95 | $81,009.95 | $81,009.95 | $66,884.00 | $66,884.00 |
| 42 | Trench and Excavation Safety Systems | 1 | LS | $8,776.95 | $8,776.95 | $2,500.00 | $2,500.00 | $2,500.00 | $2,500.00 | $260.00 | $260.00 | $2,376.00 | $2,376.00 |
| 43 | Wingwalls and Appurtenances | 4 | EA | $5,543.05 | $22,172.20 | $15,000.00 | $60,000.00 | $17,500.00 | $70,000.00 | $7,633.29 | $30,533.16 | $21,178.00 | $84,712.00 |
| 44 | Large Segmental Block Retaining Wall (Arkansas Sandstone C | 337 | LF | $518.57 | $174,758.09 | $460.00 | $155,020.00 | $320.00 | $107,840.00 | $551.66 | $185,909.42 | $478.50 | $161,254.50 |
| 45 | Remove and Reset Sign | 10 | EA | $701.80 | $7,018.00 | $120.00 | $1,200.00 | $650.00 | $6,500.00 | $780.00 | $7,800.00 | $113.00 | $1,130.00 |
| 46 | Erosion Control | 1 | LS | $42,999.46 | $42,999.46 | $10,000.00 | $10,000.00 | $20,000.00 | $20,000.00 | $5,850.00 | $5,850.00 | $6,775.00 | $6,775.00 |
| 47 | Concrete Flume | 206 | SF | $15.21 | $3,133.26 | $75.00 | $15,450.00 | $15.00 | $3,090.00 | $7.93 | $1,633.58 | $53.00 | $10,918.00 |
| 48 | Sidewalk Underdrain | 1 | EA | $2,339.33 | $2,339.33 | $1,500.00 | $1,500.00 | $3,500.00 | $3,500.00 | $1,170.00 | $1,170.00 | $3,150.00 | $3,150.00 |
| 49 | 40' 3-Sided Box Culvert (20' Width) | 1 | LS | $255,586.50 | $255,586.50 | $314,840.00 | $314,840.00 | $300,000.00 | $300,000.00 | $425,047.80 | $425,047.80 | $230,315.00 | $230,315.00 |
| 50 | 40' 3-Sided Box Culvert (14' Width) | 1 | LS | $187,280.74 | $187,280.74 | $213,640.00 | $213,640.00 | $215,000.00 | $215,000.00 | $398,120.20 | $398,120.20 | $154,811.00 | $154,811.00 |
| 51 | TAPCO DP200 Surface Mount Delineator (36" H, 3" OD) | 26 | EA | $233.93 | $6,082.18 | $176.00 | $4,576.00 | $600.00 | $15,600.00 | $260.00 | $6,760.00 | $354.00 | $9,204.00 |
| 52 | Tree Protection Fence | 256 | LF | $3.22 | $824.32 | $15.00 | $3,840.00 | $20.00 | $5,120.00 | $5.79 | $1,482.24 | $9.00 | $2,304.00 |
| 53 | Remove Existing Striping | 1 | LS | $4,678.67 | $4,678.67 | $11,400.00 | $11,400.00 | $19,000.00 | $19,000.00 | $5,200.00 | $5,200.00 | $10,716.00 | $10,716.00 |
| 54 | MMA Pavement Marking (Yellow) | 3143 | SF | $4.09 | $12,854.87 | $5.10 | $16,029.30 | $10.00 | $31,430.00 | $4.55 | $14,300.65 | $5.00 | $15,715.00 |
| 55 | MMA Pavement Marking (White) | 2574 | SF | $4.09 | $10,527.66 | $5.10 | $13,127.40 | $10.00 | $25,740.00 | $4.55 | $11,711.70 | $5.00 | $12,870.00 |
| 56 | MMA Pavement Marking (Green) | 2028 | SF | $4.09 | $8,294.52 | $12.00 | $24,336.00 | $14.00 | $28,392.00 | $4.55 | $9,227.40 | $11.50 | $23,322.00 |
| 57 | MMA Pavement Marking (Brick Red) | 618 | SF | $6.43 | $3,973.74 | $12.00 | $7,416.00 | $14.00 | $8,652.00 | $7.15 | $4,418.70 | $11.50 | $7,107.00 |
| 58 | MMA Pavement Marking (Words) | 5 | EA | $321.66 | $1,608.30 | $540.00 | $2,700.00 | $800.00 | $4,000.00 | $357.50 | $1,787.50 | $507.50 | $2,537.50 |
| 59 | MMA Pavement Marking (Arrows) | 6 | EA | $321.66 | $1,929.96 | $450.00 | $2,700.00 | $800.00 | $4,800.00 | $357.50 | $2,145.00 | $423.00 | $2,538.00 |
| 60 | MMA Pavement Marking (Symbols) | 2 | EA | $321.66 | $643.32 | $420.00 | $840.00 | $800.00 | $1,600.00 | $357.50 | $715.00 | $395.00 | $790.00 |
| | **Deductive Alternate #1 - Not Used** | | | **-$263,167.24** | | **-$342,081.00** | | **-$296,109.75** | | **-$296,567.32** | | **$280,659.30** | |

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

Trevel Young 6/10/25

Trevel Young, Procurement Agent

K Fitch 6/10/25

Kenny Fitch, Sr Procurement Agent

## AGREEMENT

This **AGREEMENT** is dated as of the _____ day of _____ in the year 2025 by and between City of Fayetteville and Grant Garrett Excavating, Inc. (hereinafter called **OWNER**) and (hereinafter called **CONTRACTOR**). **OWNER** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1. WORK

**CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Drake Street Trail

The Project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Drake Street Trail

### ARTICLE 2. ENGINEER

The Project has been designed by Crafton Tull who is hereinafter called **ENGINEER** and who will assume all duties and responsibilities and will have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within 210 days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 240 days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. **OWNER** and **CONTRACTOR** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above in accordance with Paragraph 14.04 of the General Conditions plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by **OWNER** if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, **OWNER** and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**CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** five hundred dollars ($500 ) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the Work is substantially complete.

## ARTICLE 4. CONTRACT PRICE

4.1 **OWNER** shall pay **CONTRACTOR** for performance of the work in accordance with Contract Documents in current funds as follows:

According to Bid Schedule pages CD-15 to CD-18 , inclusive.

## ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Division 1 of the Technical Specifications. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1 Progress Payments. **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR'S** Applications for Payment as recommended by **ENGINEER**, on or about the tenth (10th) days of each month during construction as provided below. All progress payments will be on the basis of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions.

5.1.1 Prior to Substantial completion, progress payments will be made in an amount equal to: The percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with Paragraph 14.02 of the General Conditions - 90% of Work Completed. If Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER, OWNER** and **ENGINEER** may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed. One hundred percent of materials and equipment not incorporated in the Work, but delivered, suitably stored and accompanied by documentation satisfactory to **OWNER** as provided in Paragraph 14.02 of the General Conditions.


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5.1.2 Upon Substantial Completion, progress payments will be made in an amount sufficient to increase total payments to **CONTRACTOR** to 95% of the Contract Price, less such amounts as **ENGINEER** shall determine or **OWNER** may withhold, in accordance with Paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said Paragraph 14.07.

## ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce **OWNER** to enter into this Agreement, **CONTRACTOR** makes the following representations:

7.1 **CONTRACTOR** has familiarized himself with the nature and extent of the Contract Documents, work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 **CONTRACTOR** has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions and accepts any determination set forth in the Supplementary Conditions, of the extent of the technical data obtained in such reports and drawings upon which **CONTRACTOR** is entitled to reply.

7.3 **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **CONTRACTOR** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations,


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investigations, explorations, tests, reports, studies or similar information or data are or will be required by **CONTRACTOR** for such purpose.

7.4 **CONTRACTOR** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by the **CONTRACTOR** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.

7.5 **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 **CONTRACTOR** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**.


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## ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between **OWNER** and **CONTRACTOR** concerning the Work consists of the following:

8.1 This Agreement (pages CD 24 to CD 30, inclusive).

8.2 Exhibits to this Agreement (pages ___ to ___, inclusive.)

8.3 Payment, Performance, and Maintenance Bonds, (pages CD 31 to CD 42, inclusive).

8.4 Notice of Award (page CD 43); Notice to Proceed (page CD 44);

Certificate of Substantial Completion (page CD 45-46).

8.5 General Conditions (pages 1 to 41, inclusive).

8.6 Supplementary Conditions (pages SC-1 to SC-__, inclusive).

8.7 Specifications bearing the title: Drake Street Trail

and consisting of 4 divisions as listed in Table of Contents thereof.

8.8 Drawings, consisting of a sheets numbered 1 through 45 inclusive with each sheet bearing the following general title:

Drake Street Trail

8.9 Addenda numbers _____ to _____, inclusive.

8.10 **CONTRACTOR'S** Bid (pages CD-11 to CD- 21 inclusive).

8.11 Documentation submitted by **CONTRACTOR** prior to Notice of Award (pages _____ to _____, inclusive).

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 and 3.05 of the General Conditions.

8.13 The documents listed in Paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 and 3.05 of the General Conditions.


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## ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 **OWNER** and **CONTRACTOR** each binds itself, it's partners, successors, assigns and legal representatives to the other party hereto, it's partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.


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**IN WITNESS WHEREOF, OWNER** and **CONTRACTOR** have signed this Agreement in triplicate. One counterpart each has been delivered to **OWNER, CONTRACTOR,** and **ENGINEER.** All portions of the Contract Documents have been signed or identified by **OWNER** and **CONTRACTOR** or by **ENGINEER** on their behalf.

This Agreement will be effective on the _____ day of _____in the year 20_____.

OWNER:

City of Fayetteville

By _____

_____
(Please type)

Title:_____

ATTEST:

Name _____
(Please type)

Title _____

CONTRACTOR: (SEAL)

_____

BY _____

ATTEST:

Name Ricky Lattin
(Please type)

Address 1008 Beau Terre Dr. Bentonville, AR 72712

Name Holten Elmore
(Please type)

Title Vice President


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

**Resolution: 271-23**

**File Number: 2023-1293**

**ARDOT DRAKE STREET TRAIL (AGREEMENT OF UNDERSTANDING):**

A RESOLUTION TO APPROVE AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF THE DRAKE STREET TRAIL, AND TO APPROVE A BUDGET ADJUSTMENT

**WHEREAS**, in August 2023, the City of Fayetteville was awarded $500,000.00 in federal-aid funds through the Northwest Arkansas Regional Planning Commission Transportation Alternatives Program for construction of the Drake Street Trail Connection; and

**WHEREAS**, on November 7, 2023, a contract was approved with Crafton-Tull and Associates by Resolution No. 236-23 for the design of the Drake Street Trail Connection.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an agreement of understanding with the Arkansas Department of Transportation, a copy of which is attached to this Resolution, for construction of the Drake Street Trail and further authorizes the Mayor to sign any additional grant documents as necessary to receive the funds for this 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.

PASSED and APPROVED on December 5, 2023

**Approved:**

Lioneld Jordan, Mayor

**Attest:**

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

ARDOT.gov | Jared D. Wiley, P.E., Director

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2000 | Voice/TTY 711 | Fax: (501) 569-2400

June 19, 2025

The Honorable Molly Rawn
Mayor of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Job 040955
F.A.P. TAPU-9142(56)
Drake St. Trail Connection (Fayetteville) (S)
Washington County

Dear Mayor Rawn:

We have received your request for concurrence in award, the bid tabulations, and the $1,000 deposit for Department administration costs for the referenced project. The Department concurs in the award of the project in the amount of $1,558,910.80 to the low bidder, Grant Garrett Excavating, Inc. & Divisions, of Bentonville, Arkansas, based on a review of the bid tabulations and the City's certification that the project was advertised, and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. The maximum approved Federal-aid amount for this project is $1,000,000.00. Plus $210,534 awarded in June 2025.

Once the contract is executed, you may issue a work order to begin construction. The Report of Daily Work Performed (Form LPA-015) must be submitted with each Construction Certification and Reimbursement Request (Form LPA-014) and the Final Acceptance Report (Form LPA-016) must be submitted at the completion of the project. All Forms referenced are available in digital format at www.ardot.gov/LPA. These forms must be submitted to Jason James, the Department's Resident Engineer in Fayetteville, who can be contacted at (479) 251-9266. Also, Jason must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to Jason for review and approval for program eligibility.

Sincerely,

FOR Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Construction
Construction
Local Programs
Program Management
District 4
Resident Engineer #43
Tim Conklin, Executive Director, NWARPC
Job 040955 'C' File

NWA Regional Planning Commission

**NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION**

*1311 Clayton St., Springdale, Arkansas, 72762*

*• (479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org*

June 17, 2025

Mayor Molly Rawn
City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

Re: Drake Street Connections (Job No. 040955) – Construction
NWARPC FFY 2026 Carbon Reduction Program (CRP)
**Total NWARPC Federal Funds Awarded to Project to Date: $1,210,534**

Dear Mayor Rawn:

I am pleased to inform you that the Drake Street Connections (Job No. 040955) was selected by the Northwest Arkansas Regional Planning Commission on May 28, 2025, for Federal Fiscal Year (FFY) 2026 NWARPC Carbon Reduction Program (CRP) funding.

The awarded FY2026 NWARPC CRP funds and the required local match are shown below:

| | | |
|---|---|---|
| **NWARPC CRP** | **$210,534** | **(80% Federal)** |
| **City Match** | **$ 52,634** | **(20% Local Match)** |
| **Total** | **$263,168** | |

The NWARPC CRP funding is subject to an obligation limitation and the total available funds may change after final FFY 2026 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2026. All required submittals to the Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2026, to allow sufficient time to obligate the CRP funds for this project.

ARDOT administers the Local Public Agency (LPA) program, providing oversight for federal-aid project delivery and ensuring compliance with applicable provisions of Title 23, U.S.C. ARDOT also processes reimbursement requests for NWARPC funding awards. For more details, please refer to the ARDOT Local Public Agency Project Manual. Required training for this program will be conducted by ARDOT on **Thursday, July 17, 2025, from 8:30 a.m. to 9:30 a.m. at the NWARPC office**. Please ensure the appropriate staff member(s) attend.

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Whitnee V. Bullerwell, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Merideth, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT
Chris Brown, Fayetteville Public Works Director/City Engineer
Matthew Mihalevich, Fayetteville Active Transportation Manager

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
1311 Clayton St., Springdale, Arkansas, 72762
• (479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org

## NWARPC Awarded Federal Funding - City of Fayetteville

| Job No. - Project - Award Year | STBGP-A FEDERAL/ HIP/EARMK | TAP FEDERAL | CRP FEDERAL | TOTAL FEDERAL |
|---|---|---|---|---|
| **040581** | **$ 1,080,000** | | | **$ 1,080,000** |
| **Hwy 112 (Razorback Rd) - Hwy 180 (6th St) to Leroy Pond** | **$ 1,080,000** | | | **$ 1,080,000** |
| 2013 | $ 1,080,000 | | | $ 1,080,000 |
| **040582** | **$ 2,400,000** | | | **$ 2,400,000** |
| **Hwy112 - Maple Street Impvts. and Traffic Signal-Maple/Razorback** | **$ 2,400,000** | | | **$ 2,400,000** |
| 2014 | $ 2,400,000 | | | $ 2,400,000 |
| **040603** | | **$ 358,502** | | **$ 358,502** |
| **Town Branch Trail Job # 040603** | | **$ 358,502** | | **$ 358,502** |
| 2013 | | $ 358,502 | | $ 358,502 |
| **040642** | **$ 950,484** | | | **$ 950,484** |
| **Hwy 45/Old Wire Traffic Signal and Inters. Imps.** | **$ 950,484** | | | **$ 950,484** |
| 2014 | $ 950,484 | | | $ 950,484 |
| **040657** | **$ 5,774,303** | | | **$ 5,774,303** |
| **Rupple Rd. (Wedington Drive to Starry Night)** | **$ 5,774,303** | | | **$ 5,774,303** |
| 2013 | $ 286,303 | | | $ 286,303 |
| 2015 | | | | $ - |
| 2016 | $ 680,000 | | | $ 680,000 |
| 2017 | $ 3,262,401 | | | $ 3,262,401 |
| 2018 | $ 1,545,599 | | | $ 1,545,599 |
| **040673** | **$ -** | **$ 260,000** | | **$ 260,000** |
| **Gordon Long Park Trailhead** | **$ -** | **$ 260,000** | | **$ 260,000** |
| 2014 | $ - | | | $ - |
| 2015 | | $ 260,000 | | $ 260,000 |
| **040688** | **$ 5,741,512** | | | **$ 5,741,512** |
| **Sain Street Ext. (N. Front St. to Vantage Blvd.)** | **$ 5,741,512** | | | **$ 5,741,512** |
| 2015 | $ 320,000 | | | $ 320,000 |
| 2017 | $ 160,000 | | | $ 160,000 |
| 2019 | $ 475,000 | | | $ 475,000 |
| 2020 | $ 2,286,512 | | | $ 2,286,512 |
| 2021 | $ 2,500,000 | | | $ 2,500,000 |
| **040746** | **$ 510,891** | **$ 250,000** | | **$ 760,891** |
| **Highway 112 Sidepath and Tunnel (Truckers Dr. - Howard Nickell Rd.)** | | **$ 250,000** | | **$ 250,000** |
| 2022 | | $ 250,000 | | $ 250,000 |
| **Highway 112 Sidepath and Tunnel (Truckers Dr. - Howard Nickell Rd.** | **$ 230,891** | | | **$ 230,891** |
| 2021 | $ 230,891 | | | $ 230,891 |
| **Highway 112/Howard Nickell Road Intersection Improvements** | **$ 280,000** | | | **$ 280,000** |
| 2019 | $ 280,000 | | | $ 280,000 |
| **040759** | | **$ 320,000** | | **$ 320,000** |
| **Cato Springs Trail Lighting** | | **$ 320,000** | | **$ 320,000** |
| 2018 | | $ 320,000 | | $ 320,000 |
| **040846** | **$ 1,500,000** | | | **$ 1,500,000** |
| **Hwy 62 Interchange Improvements** | **$ 1,500,000** | | | **$ 1,500,000** |
| 2022 | $ 1,500,000 | | | $ 1,500,000 |

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| | | | | | |
|---|---|---|---|---|---|
| **040887** | **$** | **3,300,000** | | | **$ 3,300,000** |
| **College Ave Complete Street (North St to Township St)** | **$** | **3,300,000** | | | **$ 3,300,000** |
| 2022 | $ | 1,500,000 | | | $ 1,500,000 |
| 2023 | $ | 1,800,000 | | | $ 1,800,000 |
| **040943** | **$** | **3,520,000** | | | **$ 3,520,000** |
| **Millsap Rd/College Ave Inters Impvts & N Hemlock Ave Imrpvts** | **$** | **3,520,000** | | | **$ 3,520,000** |
| 2023 | $ | 320,000 | | | $ 320,000 |
| 2024 | $ | 1,300,000 | | | $ 1,300,000 |
| 2025 | $ | 1,900,000 | | | $ 1,900,000 |
| **040946** | | | | **$ 400,000** | **$ 400,000** |
| **LED Lighting and Video Detection of Major Intersections** | | | | **$ 400,000** | **$ 400,000** |
| 2022 | | | | $ 400,000 | $ 400,000 |
| **040955** | | | **$1,210,534** | | **$ 1,210,534** |
| **Drake Street Connections** | | | **$1,210,534** | | **$ 1,210,534** |
| 2024 | | | $ 500,000 | | $ 500,000 |
| 2025 | | | $ 500,000 | | $ 500,000 |
| 2026 | | | $ 210,534 | | $ 210,534 |
| **040956** | | | | **$ 100,000** | **$ 100,000** |
| **Safe Routes to School Planning Grant** | | | | **$ 100,000** | **$ 100,000** |
| 2024 | | | | $ 100,000 | $ 100,000 |
| **040967** | | | | **$ 815,193** | **$ 815,193** |
| **Rupple Rd. Trail Lighting (Persimmon to MLK)** | | | | **$ 815,193** | **$ 815,193** |
| 2025 | | | | $ 315,193 | $ 315,193 |
| 2026 | | | | $ 500,000 | $ 500,000 |
| **040720** | **$** | **500,000** | | | **$ 500,000** |
| **Hwy 112/Garland Ave. (Poplar to Drake St)** | **$** | **500,000** | | | **$ 500,000** |
| 2026 | $ | 500,000 | | | $ 500,000 |
| **TBD** | **$** | **300,000** | **$ 150,000** | | **$ 450,000** |
| **North Street Corridor (Garland to College)** | **$** | **300,000** | | | **$ 300,000** |
| 2026 | $ | 300,000 | | | $ 300,000 |
| **Transit Stop Enhancements** | | | **$ 150,000** | | **$ 150,000** |
| 2026 | | | $ 150,000 | | $ 150,000 |
| **040966** | **$** | **650,000** | | | **$ 650,000** |
| **Stephen Carr Memorial Dr / I-49 Interchange Impvts.** | **$** | **650,000** | | | **$ 650,000** |
| 2025 | $ | 650,000 | | | $ 650,000 |
| Grand Total | $ | 26,227,190 | $2,549,036 | $1,315,193 | $30,091,419 |

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
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June 6, 2024

Mayor Lioneld Jordan
City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

Re: Drake St Trail Connection (Job No. 040955) – Construction
NWARPC FFY 2025 Transportation Alternatives Program (TAP)
**Total NWARPC Federal Funds Awarded to Job 040955: $1,000,000**

Dear Mayor Jordan:

I am pleased to inform you the Drake St Trail Connection (Job No. 040955) was selected by the Northwest Arkansas Regional Planning Commission on May 22, 2024, for Federal Fiscal Year (FFY) 2025 NWARPC Transportation Alternatives Program (TAP) funding.

The awarded FY2025 NWARPC TAP funds and the required local match are shown below:

| | | |
|---|---|---|
| **NWARPC TAP** | **$500,000** | **(80% Federal)** |
| **City Match** | **$125,000** | **(20% Local Match)** |
| **Total** | **$625,000** | |

The NWARPC TAP funding is subject to an obligation limitation and the total available funds may change after final FFY 2025 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2025. All required submittals to Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2025, to allow sufficient time to obligate the TAP funds for this project.

ARDOT administers the Local Public Agency (LPA) program, including oversight support for the federal-aid project delivery and applicable provisions in Title 23, U.S.C., and processes reimbursement requests for the NWARPC funding award. Please refer to the ARDOT Local Public Agency Project Manual for more information. Required training for this program is being provided by ARDOT **on Thursday, July 18, 2024, from 9:00 am to 10:00 am** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT
Chris Brown, Fayetteville Public Works Director/City Engineer
Matthew Mihalevich, Fayetteville Active Transportation Manager

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## NWARPC Awarded Federal Funding - City of Fayetteville

| Job No. - Project - Award Year | STBGP-A FEDERAL/HIP/EARMK | TAP FEDERAL | CRP FEDERAL | TOTAL FEDERAL |
|---|---|---|---|---|
| 040581 | $ 1,080,000 | | | $ 1,080,000 |
| **Hwy 112 (Razorback Rd) - Hwy 180 (6th St) to Leroy** | **$ 1,080,000** | | | **$ 1,080,000** |
| 2013 | $ 1,080,000 | | | $ 1,080,000 |
| 040582 | $ 2,400,000 | | | $ 2,400,000 |
| **Hwy112 - Maple Street Impvts. and Traffic Signal-Maple/Razorback** | **$ 2,400,000** | | | **$ 2,400,000** |
| 2014 | $ 2,400,000 | | | $ 2,400,000 |
| 040603 | | $ 358,502 | | $ 358,502 |
| **Town Branch Trail Job # 040603** | | **$ 358,502** | | **$ 358,502** |
| 2013 | | $ 358,502 | | $ 358,502 |
| 040642 | $ 950,484 | | | $ 950,484 |
| **Hwy 45/Old Wire Traffic Signal and Inters. Imps.** | **$ 950,484** | | | **$ 950,484** |
| 2014 | $ 950,484 | | | $ 950,484 |
| 040657 | $ 5,774,303 | | | $ 5,774,303 |
| **Rupple Rd. (Wedington Drive to Starry Night)** | **$ 5,774,303** | | | **$ 5,774,303** |
| 2013 | $ 286,303 | | | $ 286,303 |
| 2015 | | | | $ - |
| 2016 | $ 680,000 | | | $ 680,000 |
| 2017 | $ 3,262,401 | | | $ 3,262,401 |
| 2018 | $ 1,545,599 | | | $ 1,545,599 |
| 040673 | $ - | $ 260,000 | | $ 260,000 |
| **Gordon Long Park Trailhead** | **$ -** | **$ 260,000** | | **$ 260,000** |
| 2014 | $ - | | | $ - |
| 2015 | | $ 260,000 | | $ 260,000 |
| 040688 | $ 5,741,512 | | | $ 5,741,512 |
| **Sain Street Ext. (N. Front St. to Vantage Blvd.)** | **$ 5,741,512** | | | **$ 5,741,512** |
| 2015 | $ 320,000 | | | $ 320,000 |
| 2017 | $ 160,000 | | | $ 160,000 |
| 2019 | $ 475,000 | | | $ 475,000 |
| 2020 | $ 2,286,512 | | | $ 2,286,512 |
| 2021 | $ 2,500,000 | | | $ 2,500,000 |
| 040746 | $ 230,891 | $ 250,000 | | $ 480,891 |
| **Highway 112 Sidepath and Tunnel (Truckers Dr. - Howard Nickell Rd.)** | | **$ 250,000** | | **$ 250,000** |
| 2022 | | $ 250,000 | | $ 250,000 |
| **Highway 112 Sidepath and Tunnel (Truckers Dr. - Howard Nickell Rd.) HIP FUNDING** | **$ 230,891** | | | **$ 230,891** |
| 2021 | $ 230,891 | | | $ 230,891 |
| 040759 | | $ 320,000 | | $ 320,000 |
| **Cato Springs Trail Lighting** | | **$ 320,000** | | **$ 320,000** |
| 2018 | | $ 320,000 | | $ 320,000 |
| 040846 | $ 1,500,000 | | | $ 1,500,000 |
| **Hwy 62 Interchange Improvements** | **$ 1,500,000** | | | **$ 1,500,000** |
| 2022 | $ 1,500,000 | | | $ 1,500,000 |

| | | | | | |
|---|---|---|---|---|---|
| ⊟ 040887 | $ | 3,300,000 | | | $ 3,300,000 |
| ⊟ **College Ave Complete Street (North St to Township St)** | **$** | **3,300,000** | | | **$ 3,300,000** |
| 2022 | $ | 1,500,000 | | | $ 1,500,000 |
| 2023 | $ | 1,800,000 | | | $ 1,800,000 |
| ⊟ 040943 | $ | 3,520,000 | | | $ 3,520,000 |
| ⊟ **Millsap Rd/College Ave Inters Impvts & N Hemlock Ave Imrpvts** | **$** | **3,520,000** | | | **$ 3,520,000** |
| 2023 | $ | 320,000 | | | $ 320,000 |
| 2024 | $ | 1,300,000 | | | $ 1,300,000 |
| 2025 | $ | 1,900,000 | | | $ 1,900,000 |
| ⊟ 040946 | | | | $400,000 | $ 400,000 |
| ⊟ **LED Lighting and Video Detection of Major** | | | | **$400,000** | **$ 400,000** |
| 2022 | | | | $400,000 | $ 400,000 |
| ⊟ 040955 | | | $1,000,000 | | $ 1,000,000 |
| ⊟ **Drake St Trail Connection** | | | **$1,000,000** | | **$ 1,000,000** |
| 2024 | | | $ 500,000 | | $ 500,000 |
| 2025 | | | $ 500,000 | | $ 500,000 |
| ⊟ 040956 | | | | $100,000 | $ 100,000 |
| ⊟ **Safe Routes to School Planning Grant** | | | | **$100,000** | **$ 100,000** |
| 2024 | | | | $100,000 | $ 100,000 |
| ⊟ (blank) | $ | 650,000 | | $315,193 | $ 965,193 |
| ⊟ **Stephen Carr Memorial Dr / I-49 Interchange Impvts.** | **$** | **650,000** | | | **$ 650,000** |
| 2025 | $ | 650,000 | | | $ 650,000 |
| ⊟ **Rupple Trail Lighting** | | | | **$315,193** | **$ 315,193** |
| 2025 | | | | $315,193 | $ 315,193 |
| Grand Total | $ | 25,147,190 | $2,188,502 | $815,193 | $28,150,885 |

# Bid 25-36 Addendum 5
# Grant Garrett Excavating INC
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | Bid 25-36 Addendum 5 |
| Title: | Construction - Drake Street Trail Connection |
| Type: | Invitation to Bid |
| Issue Date: | 3/16/2025 |
| Deadline: | 4/22/2025 02:00 PM (CT) |
| Notes: | The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of the connection to the Drake Street Trail. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov. |

## Contact Information

| | |
|---|---|
| Contact: | Kenny Fitch - Sr. Procurement Agent |
| Address: | Purchasing<br>City Hall<br>Room 306<br>113 W. Mountain St.<br>Fayetteville, AR 72701 |
| Phone: | (479) 575-8258 |
| Email: | kfitch@fayetteville-ar.gov |

## Grant Garrett Excavating INC Information

Address: 1008 Beau Terre Drive
Bentonville, AR 72712
Phone: (479) 636-5516

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

Holten Elmore
*Signature*

Holten.Elmore@garrettx.com
*Email*

*Submitted at 4/22/2025 12:44:19 PM (CT)*

## Requested Attachments

### Bid 25-36, Bid Bond

GarrettX Scans_20250421_114218.pdf

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

### Bid 25-36, Required Signature Forms

GarrettX Scans_20250422_123903.pdf

Please attach your completed forms. These documents can be found in FILE #01 - PROJECT MANUAL.

## Bid Attributes

| | |
|---|---|
| 1 | **Arkansas Secretary of State Filing Number:**<br>*No response* |
| 2 | **Arkansas Contractor License Number:**<br>*No response* |
| 3 | **Check Yes or No:**<br>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.<br>☑ Yes, I agree<br>☐ No, I do not agree |
| 4 | **Check Yes or No:**<br>Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy,<br>Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any<br>public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel,<br>Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.<br>☑ Yes, I agree<br>☐ No, I do not agree |

| | |
|---|---|
| 5 | **Addendum Acknowledgement**<br>By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.<br>☑ I agree |

## Bid Lines

### 1 Package Header

PRIMARY SCOPE

Quantity: 1 UOM: EA Total: $1,558,910.80

**Package Items**

| | | | | | |
|---|---|---|---|---|---|
| **1.1** Clearing | Quantity: 1 | UOM: AC | Price: $22,106.71 | Total: | $22,106.71 |
| **1.2** Grubbing | Quantity: 1 | UOM: AC | Price: $12,718.92 | Total: | $12,718.92 |
| **1.3** Removal and Disposal of Curb | Quantity: 922 | UOM: LF | Price: $4.94 | Total: | $4,554.68 |
| **1.4** Removal and Disposal of Pavement | Quantity: 1870 | UOM: SY | Price: $16.47 | Total: | $30,798.90 |
| **1.5** Removal and Disposal of Sidewalk | Quantity: 639 | UOM: SY | Price: $4.11 | Total: | $2,626.29 |
| **1.6** Undercut and Stone Backfill | Quantity: 10 | UOM: CY | Price: $83.16 | Total: | $831.60 |
| **1.7** Undercut and Backfill | Quantity: 902 | UOM: CY | Price: $38.68 | Total: | $34,889.36 |
| **1.8** Rock Excavation | Quantity: 10 | UOM: CY | Price: $263.17 | Total: | $2,631.70 |
| **1.9** Unclassified Excavation (Plan Quantity) | Quantity: 392 | UOM: CY | Price: $14.57 | Total: | $5,711.44 |
| **1.10** Compacted Embankment (Plan Quantity) | Quantity: 1047 | UOM: CY | Price: $13.76 | Total: | $14,406.72 |
| **1.11** Subgrade Preparation | Quantity: 2387 | UOM: SY | Price: $4.29 | Total: | $10,240.23 |
| **1.12** Aggregate Base Course (Class 7) | Quantity: 272 | UOM: CY | Price: $94.86 | Total: | $25,801.92 |
| **1.13** Portland Cement Concrete Base (4" U.T.) | Quantity: 566 | UOM: SY | Price: $52.63 | Total: | $29,788.58 |
| **1.14** Portland Cement Concrete Base (6" U.T.) | Quantity: 50 | UOM: SY | Price: $92.40 | Total: | $4,620.00 |

**1.15** Portland Cement Concrete Pavement (6" U.T., Stamped & Colored)

Quantity: 97 UOM: SY Price: $245.04 Total: $23,768.88

**1.16** Portland Cement Concrete Pavement (6" U.T.)

Quantity: 34 UOM: SY Price: $79.95 Total: $2,718.30

**1.17** Portland Cement Concrete Pavement (4" U.T., Colored)

Quantity: 17 UOM: SY Price: $78.19 Total: $1,329.23

**1.18** Portland Cement Concrete Driveway

Quantity: 24 UOM: SY Price: $73.69 Total: $1,768.56

**1.19** Moblization (Shall not exceed 5% of Total Bid)

Quantity: 1 UOM: LS Price: $24,963.18 Total: $24,963.18

**1.20** Maintenance of Traffic

Quantity: 1 UOM: LS Price: $28,554.62 Total: $28,554.62

**1.21** 18" Reinforced Concrete Pipe (Class III)

Quantity: 4 UOM: LF Price: $316.55 Total: $1,266.20

**1.22** 22"x13" Reinforced Concrete Arch Pipe (Class III)

Quantity: 39 UOM: LF Price: $125.72 Total: $4,903.08

**1.23** Drop Inlet (4' Diameter Curb Inlet)

Quantity: 1 UOM: EA Price: $7,888.59 Total: $7,888.59

**1.24** Drop Inlet (4'x6' Curb Inlet)

Quantity: 1 UOM: EA Price: $13,511.06 Total: $13,511.06

**1.25** Drop Inlet (Reverse Curb Inlet)

Quantity: 1 UOM: EA Price: $15,104.96 Total: $15,104.96

**1.26** Guardrail (Weathering Steel)

Quantity: 95 UOM: LF Price: $78.66 Total: $7,472.70

**1.27** Solid Sodding

Quantity: 2174 UOM: SY Price: $4.42 Total: $9,609.08

**1.28** Topsoil Furnished and Placed

Quantity: 241 UOM: CY Price: $22.67 Total: $5,463.47

**1.29** Concrete Island (Cycle Track Median)

Quantity: 566 UOM: SY Price: $143.91 Total: $81,453.06

**1.30** Concrete Walks

Quantity: 1725 UOM: SY Price: $77.44 Total: $133,584.00

**1.31** Hand Railing (Black)

Quantity: 93 UOM: LF Price: $234.69 Total: $21,826.17

**1.32** Concrete Combination Curb and Gutter

Quantity: 1050 UOM: LF Price: $33.70 Total: $35,385.00

**1.33** Concrete Combination Curb and Gutter (Mountable)

Quantity: 434 UOM: LF Price: $33.71 Total: $14,630.14

**1.34** Roadway Construction Control

Quantity: 1 UOM: LS Price: $27,423.75 Total: $27,423.75

**1.35** Wheelchair Ramps

Quantity: 53 UOM: SY Price: $1,166.66 Total: $61,832.98

**1.36** Non-Metallic Conduit (1-1/2")

Quantity: 1050 UOM: LF Price: $39.39 Total: $41,359.50

**1.37** Concrete Pull Box (12"x12")

Quantity: 12 UOM: EA Price: $949.54 Total: $11,394.48

**1.38** Standard Sign

Quantity: 77 UOM: SF Price: $53.22 Total: $4,097.94

**1.39** Channel Post Sign Support

Quantity: 13 UOM: EA Price: $409.39 Total: $5,322.07

**1.40** Dumped Riprap (Grouted)

Quantity: 10 UOM: CY Price: $204.95 Total: $2,049.50

**1.41** Bonds and Insurance

Quantity: 1 UOM: LS Price: $13,021.18 Total: $13,021.18

**1.42** Trench and Excavation Safety Systems

Quantity: 1 UOM: LS Price: $8,776.95 Total: $8,776.95

**1.43** Wingwalls and Appurtenances

Quantity: 4 UOM: EA Price: $5,543.05 Total: $22,172.20

**1.44** Large Segmental Block Retaining Wall (Arkansas Sandstone Color and Seal)

Quantity: 337 UOM: LF Price: $518.57 Total: $174,758.09

**1.45** Remove and Reset Sign

Quantity: 10 UOM: EA Price: $701.80 Total: $7,018.00

**1.46** Erosion Control

Quantity: 1 UOM: LS Price: $42,999.46 Total: $42,999.46

**1.47** Concrete Flume

Quantity: 206 UOM: SF Price: $15.21 Total: $3,133.26

**1.48** Sidewalk Underdrain

Quantity: 1 UOM: EA Price: $2,339.33 Total: $2,339.33

**1.49** 40' 3-Sided Box Culvert (20' Width)

Quantity: 1 UOM: LS Price: $255,586.50 Total: $255,586.50

**1.50** 40' 3-Sided Box Culvert (14' Width)

Quantity: 1 UOM: LS Price: $187,280.74 Total: $187,280.74

**1.51** TAPCO DP200 Surface Mount Delineator (36" H, 3" OD)

Quantity: 26 UOM: EA Price: $233.93 Total: $6,082.18

**1.52** Tree Protection Fence

Quantity: 256 UOM: LF Price: $3.22 Total: $824.32

**1.53** Remove Existing Striping

Quantity: 1 UOM: LS Price: $4,678.67 Total: $4,678.67

**1.54** MMA Pavement Marking (Yellow)

Quantity: 3143 UOM: SF Price: $4.09 Total: $12,854.87

**1.55** MMA Pavement Marking (White)

Quantity: 2574 UOM: SF Price: $4.09 Total: $10,527.66

**1.56** MMA Pavement Marking (Green)

Quantity: 2028 UOM: SF Price: $4.09 Total: $8,294.52

**1.57** MMA Pavement Marking (Brick Red)

Quantity: 618 UOM: SF Price: $6.43 Total: $3,973.74

**1.58** MMA Pavement Marking (Words)

Quantity: 5 UOM: EA Price: $321.66 Total: $1,608.30

**1.59** MMA Pavement Marking (Arrows)

Quantity: 6 UOM: EA Price: $321.66 Total: $1,929.96

**1.60** MMA Pavement Marking (Symbols)

Quantity: 2 UOM: EA Price: $321.66 Total: $643.32

## 2 Package Header

DEDUCTIVE ALTERNATE #1

Quantity: 1 UOM: EA Total: $-263,167.24

### Package Items

**2.1** Clearing

Quantity: 0.3 UOM: AC Price: $-18,900.00 Total: $-5,670.00

**2.2** Grubbing

Quantity: 0.3 UOM: AC Price: $-10,514.29 Total: $-3,154.29

**2.3** Removal and Disposal of Curb

Quantity: 890 UOM: LF Price: $-4.10 Total: $-3,649.00

**2.4** Removal and Disposal of Pavement

Quantity: 1304 UOM: SY Price: $-13.64 Total: $-17,786.56

**2.5** Removal and Disposal of Sidewalk

Quantity: 267 UOM: SY Price: $-3.42 Total: $-913.14

**2.6** Unclassified Excavation (Plan Quantity)

Quantity: 81 UOM: CY Price: $-12.04 Total: $-975.24

**2.7** Compacted Embankment (Plan Quantity)

Quantity: 62 UOM: CY Price: $-11.49 Total: $-712.38

**2.8** Subgrade Preparation

Quantity: 920 UOM: SY Price: $-3.55 Total: $-3,266.00

**2.9** Aggregate Base Course (Class 7)

Quantity: 102 UOM: CY Price: $-79.19 Total: $-8,077.38

**2.10** Portland Cement Concrete Pavement (6" U.T., Stamped & Colored)

Quantity: 97 UOM: SY Price: $-209.50 Total: $-20,321.50

**2.11** Portland Cement Concrete Pavement (6" U.T.)

Quantity: 34 UOM: SY Price: $-68.35 Total: $-2,323.90

**2.12** Portland Cement Concrete Driveway

Quantity: 24 UOM: SY Price: $-63.00 Total: $-1,512.00

**2.13** Moblization (Shall not exceed 5% of Total Bid)

Quantity: 1 UOM: LS Price: $-5,000.00 Total: $-5,000.00

**2.14** Maintenance of Traffic

Quantity: 1 UOM: LS Price: $-23,853.20 Total: $-23,853.20

**2.15** 22"x13" Reinforced Concrete Arch Pipe (Class III)

Quantity: 39 UOM: LF Price: $-105.29 Total: $-4,106.31

**2.16** Drop Inlet (4' Diameter Curb Inlet)

Quantity: 1 UOM: EA Price: $-6,597.84 Total: $-6,597.84

**2.17** Drop Inlet (4'x6' Curb Inlet)

Quantity: 1 UOM: EA Price: $-11,237.14 Total: $-11,237.14

**2.18** Drop Inlet (Reverse Curb Inlet)

Quantity: 1 UOM: EA Price: $-12,574.61 Total: $-12,574.61

**2.19** Solid Sodding

Quantity: 942 UOM: SY Price: $-3.78 Total: $-3,560.76

**2.20** Topsoil Furnished and Placed

Quantity: 76 UOM: CY Price: $-18.77 Total: $-1,426.52

**2.21** Concrete Walks

Quantity: 416 UOM: SY Price: $-64.81 Total: $-26,960.96

**2.22** Concrete Combination Curb and Gutter

Quantity: 1011 UOM: LF Price: $-28.21 Total: $-28,520.31

**2.23** Concrete Combination Curb and Gutter (Mountable)

Quantity: 434 UOM: LF Price: $-28.22 Total: $-12,247.48

**2.24** Roadway Construction Control

Quantity: 1 UOM: LS Price: $-1,500.00 Total: $-1,500.00

**2.25** Wheelchair Ramps

Quantity: 46 UOM: SY Price: $-968.32 Total: $-44,542.72

**2.26** Remove and Reset Sign

Quantity: 5 UOM: EA Price: $-600.00 Total: $-3,000.00

**2.27** Erosion Control

Quantity: 1 UOM: LS Price: $-5,000.00 Total: $-5,000.00

**2.28** Concrete Flume

Quantity: 206 UOM: SF Price: $-13.00 Total: $-2,678.00

**2.29** Sidewalk Underdrain

Quantity: 1 UOM: EA Price: $-2,000.00 Total: $-2,000.00

**Response Total:** $1,295,743.56

EMC | Employers Mutual Casualty Company

# BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Grant Garrett Excavating, Inc.

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Arkansas, as Surety, are held and firmly bound unto the City of Fayetteville as obligee, in the sum of Five Percent (--05%--) of Amount Bid in DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Bid 25-36 Drake Street Trail Connection

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 15 day of April, 20 25.

Tim Biletsky
Witness

SEAL

Grant Garrett Excavating, Inc.
Principal
By:

**Employers Mutual Casualty Company**
Surety
By: Cindi L Smith
Cindi L Smith
Attorney-In-Fact

***Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.***

7007.4 (07-14)

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CINDI L SMITH

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

**Any and All Bonds**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

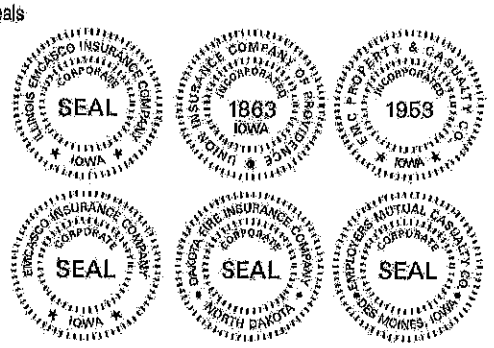
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals




Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

## CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15 day of April , 2025 .

Ryan J. Springer
Vice President



"For verification of the authenticity of the Power of Attorney you may call (515) 345-7648."

**BID**

(A) PROJECT IDENTIFICATION: Drake Street Trail

(B) CTA JOB # 23110100

(C) THIS BID IS SUBMITTED TO:

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

1. The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. **BIDDER** accepts all of the terms and conditions of the instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the days of the Bid opening. **BIDDER** will sign the Agreement with the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.

3. In submitting this Bid, **BIDDER** represents, as more fully set forth in the Agreement, that:

   (a) **BIDDER** has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged):

| DATE | NUMBER |
|---|---|
| April 2, 2025 | 1 |
| April 9, 2025 | 2 |
| April 10, 2025 | 3 |
| April 18, 2025 | 4 |
| April 21, 2025 | 5 |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(b) **BIDDER** has familiarized himself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) **BIDDER** has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts any determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which **BIDDER** is entitled to rely.

(d) **BIDDER** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as **BIDDER** considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by **BIDDER** for such purposes.

(e) **BIDDER** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities and/or will be required by **BIDDER** in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.


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(f) **BIDDER** has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) **BIDDER** has given **ENGINEER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the Written resolution thereof by **ENGINEER** is acceptable to **BIDDER**.

(h) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham Bid; **BIDDER** has not solicited or induced any person, firm, or corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for itself any advantage over any other **BIDDER** or the **OWNER**.

(I) The Base Bid shall include all the work called for on the Plans and in the Specifications.


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**DOCUMENT 0400-BID FORM**

Contract Name: CONSTRUCTION - DRAKE STREET TRAIL

Bid Number: 25-36 CONSTRUCTION - DRAKE STREET TRAIL

BID TO:

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

BID FROM:

Bidder: Grant Garrett Excavating Inc

1008 Bacon Terre Dr. Bentonville AR 72712

**ARTICLE 1- INTENT**

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

**ARTICLE 2- TERMS AND CONDITIONS**

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

**DOCUMENT 0400-BID FORM (continued)**

**ARTICLE 3- BIDDER'S REPRESENTATIONS**

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

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

| | Number | Date |
|---|---|---|
| Addendum 1 | | 4/2/25 |
| Addendum 2 | | 4/9/25 |
| Addendum 3 | | 4/10/25 |
| Addendum 4 | | 4/18/25 |
| Addendum 5 | | 4/21/25 |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Bidder has given The Purchasing Division written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

L. By endorsing this bid form, Bidder certifies that they are currently not disbarred from doing business with a governmental entity.

M. 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.

**ARTICLE 4- BID PRICE**

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

**DOCUMENT 0400-BID FORM (continued)**

**ARTICLE 5- CONTRACT TIMES**

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

**ARTICLE 6- BID CONTENT**

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

A. Required Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of
5% Dollars ($_____)

B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

**ARTICLE 7- COMMUNICATIONS**

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

Tim. Biletsky

Email Tim.Biletsky@garrettx.com
Phone No. 479-644-7965
Fax No. _____

**DOCUMENT 0400-BID FORM (continued)**

**ARTICLE 8- TERMINOLOGY**

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

Arkansas State Contractor License No. 0079370422.

If Bidder is:

An Individual

Name (type or printed):_____

By:_____(SEAL)

(Individual's Signature)

Doing business as:_____

Business address:_____

_____

Phone No:_____Fax No._____

Email Address:_____

A Partnership

Partnership Name :_____(SEAL)

By:_____

general partner-attach evidence of authority to sign

Name (type or printed):_____

Business address:_____

_____

Phone No:_____Fax No._____

Email Address:_____

**DOCUMENT 0400-BID FORM (continued)**

A Corporation or LLC
Corporation Name : Grant Gossett Excavating Inc (SEAL)
State of Incorporation: Arkansas
Type (General Business, Professional, Service, Limited Liability): limited liability
By: _____
general partner-attach evidence of authority to sign
Name (type or printed): Ricky Lattin
Title: Division President

(CORPORATE SEAL)

Attest: Tim Biletsky
(Signature of Corporate Secretary)

Business address: 1008 Beau Terre Drive
Bentonville AR 72712
Phone No: 479-644-7965 Fax No. _____
Email Address: Tim.Biletsky@garrettx.com
Tax ID Number (TIN) 71-0831142
DUNS # _____
Cage Code: _____

**DOCUMENT 00400**

TOTAL CONTRACT PRICE

One Million five hundred fifty Eight thousand nine hundred & ten dollars & Eight cents
(USE WORDS)

1,558,910.80
(USE FIGURES)

5. **BIDDER** agrees that the Work will be substantially completed within_____calendar days after the date when the Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within_____calendar days after the date Contract Time commences to run, as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment

**BIDDER** accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and make a condition of this Bid:

   (a) Bid Schedule

   (b) Required Bid Security in the form of:
   5% Bid Bond, 5% Cashier's Check.

   (c) A Tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

   (d) Required Bidder Qualification Statement with supporting data, if specified.

   (e) Business Relationship Affidavit.

   (f) Noncollusion Affidavit.

7. Communications concerning this Bid shall be addressed to:

Grant Garrett Excavating Inc - Tim Biletsky
BIDDER'S NAME

1008 Beau Terre Dr Bentonville AR 72712
BIDDER'S ADDRESS

479-636-7965
BIDDER'S PHONE NUMBER

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON April 22nd, 2025.


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**AN INDIVIDUAL**

_____
(Individual's Signature)

BY_____(Seal)
(Individual's Name Typed)

doing business as _____

Business Address:

_____

_____

Phone No. _____

**A PARTNERSHIP**

BY_____(Seal)
(Firm Name)

_____
(General Partner's Signature)

_____
(General Partner's Name Typed)

Business address:

_____

_____

Phone No. _____


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**A CORPORATION**

BY Grant Garrett Excavating Inc.
(Corporation Name)

Arkansas
(State of Incorporation)

BY _____
(Signature of Person Authorized to Sign)

Ricky Lattin
(Typed Name of Person Authorized to Sign)

Division President
(Title)

(Corporate Seal)

Attest Tim Biletsky
(Secretary)

Business Address:

1008 Beau Terre Dr Bentonville AR 72712

Phone No.: _____

**A JOINT VENTURE**

BY _____
(Signature)

_____
(Typed Name)

_____
(Address)

BY _____
(Signature)

_____
(Typed Name)

_____
(Address)


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EMC | Employers Mutual Casualty Company

# BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Grant Garrett Excavating, Inc.

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Arkansas , as Surety, are held and firmly bound unto the City of Fayetteville as obligee, in the sum of Five Percent (--05%--) of Amount Bid in DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Bid 25-36 Drake Street Trail Connection

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 15 day of April , 20 25 .

Tim Biletsky
Witness

SEAL

Grant Garrett Excavating, Inc.
Principal
By:

**Employers Mutual Casualty Company**
Surety
By: Cindi L Smith
Cindi L Smith
Attorney-in-Fact

***Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.***

7007.4 (07-14)

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CINDI L SMITH

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

**Any and All Bonds**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

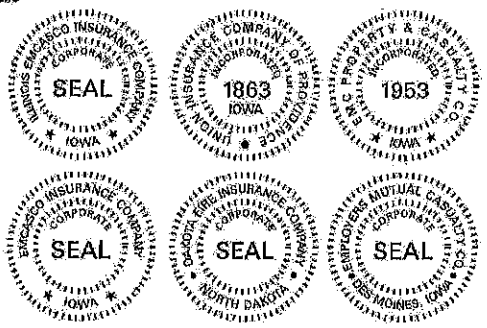
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September , 2022 .

Seals




Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September , 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

## CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September , 2022 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15 day of April , 2025 .

Ryan J. Springer Vice President



"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1047

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Keith Macedo, Chief of Staff

**FROM:** Joanna Bell, Arts and Culture Director—Parks, Natural Resources and Cultural Affairs

**SUBJECT:** **Contract Amendment with AGAR, LLC – West Avenue Mural Project**

---

**RECOMMENDATION:**
Staff recommends approval of a contract amendment and change order with AGAR, LLC in the amount of $9,200 following a change in mural location.

**BACKGROUND:**
In 2024, the City of Fayetteville contracted with AGAR, LLC to curate and manage a public art installation on the West Avenue Parking Deck as part of the Cultural Arts Corridor. AGAR was selected through RFP 24-12 and resolution 262-24 to manage the curation, artist engagement, and mural production. The original artist selected, Leon Keer, is a muralist known for large-scale 3D anamorphic works. His design for the West Avenue Deck featured a vertical mural of stacked toy cars and an augmented reality activation.

**DISCUSSION:**
Due to accelerated construction on private property adjacent to the West Avenue Deck, staff determined that the originally planned mural location would have a significantly shortened visibility window. In consultation with AGAR and the artist, the City has relocated the original mural project. The stacked toy car mural and augmented reality activation will now be located on the Fayetteville Public Library parking deck.

To maintain the approximate square footage of the original project's scope, Leon Keer has agreed to create a second mural. This second piece of public art will be located on the Town Center Parking Deck, facing East Avenue and Rock Street. Proposed content for this mural will be reviewed by a steering committee and the Fayetteville Arts Council after this change order is executed.

The change order will cover the following:

- Redevelopment and scaling of the animation and augmented reality activation to accompany the mural at the library location.
- Additional project management hours for artist and client coordination
- On-site staffing and logistical support during mural installation

AGAR has submitted a revised scope and contract budget addendum totaling $9,200, which will be processed as Change Order #1 and attached to the original agreement.

**BUDGET/STAFF IMPACT:**
Funding for this change order is available from existing available public art commission funds.

**ATTACHMENTS:** 3. Staff Review Form, 4. Partially Executed Addendum to AGAR SOW City of Fayetteville - Fayetteville24Mural, 5. 262-24 Resolution- Initial AGAR Agreement

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

**File #:** 2025-1047

**A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH AGAR, LLC IN THE AMOUNT OF $9,200.00 FOR THE CHANGE IN MURAL LOCATION – WEST AVENUE MURAL PROJECT**

**WHEREAS**, on November 7, 2024, City Council approved Resolution 262-24, a contract with AGAR, LLC, to manage the curation, artist engagement, and mural production on the West Avenue Parking Deck as part of the Cultural Arts Corridor; and

**WHEREAS**, due to accelerated construction on private property adjacent to the West Avenue Deck, staff determined that the originally planned mural location would have a significantly shortened visibility window so, in consultation with AGAR and the artist, the City has relocated the original mural project.

**WHEREAS**, in consultation with AGAR and the artist, Leon Keer, the City has relocated the original stacked car mural project to the Fayetteville Public Library parking deck; and

**WHEREAS**, to maintain the approximate square footage of the original project's scope, artist Leon Keer has agreed to create a second mural to be located on the Town Center Parking Deck, facing East Avenue and Rock Street; and

**WHEREAS**, the change order will cover redevelopment and scaling of the animation and augmented reality activation to accompany the mural at the library location, additional project management hours for artist and client coordination, and on-site staffing and logistical support during mural installation.

**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 to the contract with AGAR, LLC in the amount of $9,200.00 to account for the need to relocate the mural.

**City of Fayetteville Staff Review Form**

**2025-1047**

**Item ID**

**7/8/2025**

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

| Joanna Bell | 6/23/2025 | PARKS & RECREATION (520) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

Staff recommends approval of a contract amendment and change order with AGAR, LLC in the amount of $9,200 following a change in mural location.

## Budget Impact:

| 4470.520.8520-5315.00 | Sales Tax Capital Improvement Fund |
|---|---|
| Account Number | Fund |
| 24009.00 | Public Art Commission, Misc. |
| Project Number | Project Title |

| | | | | |
|---|---|---|---|---|
| **Budgeted Item?** | Yes | Total Amended Budget | $ | 181,000.00 |
| | | Expenses (Actual+Encum) | $ | 108,882.00 |
| | | Available Budget | $ | **72,118.00** |
| **Does item have a direct cost?** | Yes | Item Cost | $ | 9,200.00 |
| **Is a Budget Adjustment attached?** | No | Budget Adjustment | $ | - |
| | | Remaining Budget | $ | **62,918.00** |

*V20221130*

**Purchase Order Number:** _____ **Previous Ordinance or Resolution #** _____

**Change Order Number:** _____ **Approval Date:** _____

**Original Contract Number:** _____

**Comments:**

**CONTRACT ADDENDUM**

To Agreement Between the City of Fayetteville and AGAR, LLC RFP 24-12 – West Avenue Parking Deck Mural Project

This Contract Addendum No. 1 (this "Addendum") is made as of this ___ day of _____, 2025, by and between the City of Fayetteville, Arkansas, a municipal corporation ("City"), and AGAR, LLC, an Ohio limited liability company ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement dated November 7, 2024, for professional curatorial and project management services associated with the commissioning and implementation of a public art mural on the West Avenue Parking Deck ("Original Agreement"); and

WHEREAS, due to changes in adjacent private construction timelines, the originally selected mural site on the West Avenue Parking Deck is no longer feasible, requiring relocation and rescoping of the project; and

WHEREAS, the parties desire to amend the Original Agreement to reflect these changes and authorize additional compensation for expanded services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

**1. Amended Scope of Work**

The Scope of Work as described in the Original Agreement is hereby expanded to include the revised deliverables detailed in the attached Exhibit A ("Revised Scope of Work – AGAR SOW Addendum, dated June 2025"), which includes:

- Curatorial and project management services related to two new mural locations: the Fayetteville Public Library parking deck and the Town Center Parking Deck;
- Additional staffing, installation coordination, and client communication;
- Oversight of augmented reality (AR) integration for the mural to be sited at the Fayetteville Public Library
- Coordination with the artist on all project aspects

**2. Compensation**

As compensation for the additional work described in this Addendum, the City shall pay Contractor an additional Nine Thousand Two Hundred Dollars ($9,200). This amount shall be added to the total contract amount under the Original Agreement.

**3. Timeline**

All work, as required in the Amended Scope of Work, shall be completed by September 30, 2025.

**4. Effect of Addendum**
Except as modified herein, all terms and conditions of the Original Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Original Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**AGAR, LLC**

By: _____

JOSH HEUSER, Owner/Principal

**CITY OF FAYETTEVILLE, ARKANSAS**

By: _____

MOLLY RAWN, Mayor

**ATTEST:**

By: _____

KARA PAXTON, City Clerk-Treasurer

Exhibit A:

email: info@theagar.com | phone: 513.549.4576

# ADDENDUM TO AGAR SOW City of Fayetteville

This Addendum to that certain Statement of Work dated November 7, 2024 (the "Agreement") is made between City of Fayetteville and AGAR, LLC. Whereas, the parties wish to make additions to Project Scope of the original Agreement. Now therefore, the parties agree as follows:

## ADDITIONS TO PROJECT SCOPE

- Additional fee to be paid directly to the artist for the creation of custom animation and the redevelopment of an AR app to accompany the mural.
- Additional time allocated for project coordination, including communication with the artist and the City of Fayetteville, to ensure smooth execution of the expanded project scope.
- Additional AGAR staff resources are required during the mural painting phase to support implementation, manage logistics, and ensure quality control on-site at the murals.

## ADDITIONS TO PROJECT BUDGET

| ITEM | DESCRIPTION | COST |
|---|---|---|
| Mural animation and app development | To be paid to artist for AR development | $5,000 |
| Client Management | 4 hours at $225 | $900 |
| Artist Management | 4 hours at $200 | $800 |
| Staff Travel + Support | Additional AGAR staff for painting process | $2500 |
| ADDITIONAL AMOUNT TO BE BILLED: $9,200 | BILLING DATE: Jun 19, 2025 | $9,200 |

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

**Resolution: 262-24**

**File Number: 2024-648**

**AGAR, LLC. (SERVICE CONTRACT):**

A RESOLUTION TO AWARD RFP 24-12 AND AUTHORIZE A CONTRACT WITH AGAR LLC IN THE AMOUNT OF $84,882.00 FOR THE CURATION AND INSTALLATION OF THE WEST AVENUE PARKING GARAGE MURAL

**WHEREAS**, the City issued RFP 24-12 seeking a qualified firm to curate and produce a mural on the West Avenue Parking Garage as part of the Cultural Arts Corridor; and

**WHEREAS**, the intent of this project is to create a visually engaging and community-centered artwork that enhances the area's appeal and fosters a stronger sense of place; and

**WHEREAS**, AGAR, LLC was selected through a competitive process based on its qualifications and extensive portfolio of public art installations.

**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 24-12 and authorizes a contract with AGAR LLC in the amount of $84,882.00 for the curation and installation of the West Avenue Parking Garage Mural.

PASSED and APPROVED on November 7, 2024

**Approved:**

Lioneld Jordan, Mayor

**Attest:**

Jackson Shelton, Senior Deputy City Clerk

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2024-648

**MEETING OF NOVEMBER 7, 2024**

**TO:** Mayor Jordan and City Council

**THRU:** Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Susan Norton, Chief of Staff

**FROM:** Joanna Bell, Arts and Culture Director—Parks, Natural Resources and Cultural Affairs

**SUBJECT:** **Contract with AGAR LLC for Curation and Installation of a Mural on the West Avenue Parking Garage**

---

**RECOMMENDATION:**
Staff recommends approval of the contract with AGAR LLC for the curation and installation of the West Avenue Parking Garage Mural.

**BACKGROUND:**
The City of Fayetteville issued an RFP (RFP 24-12) seeking a qualified firm to curate and produce a mural on the West Avenue Parking Garage as part of the Cultural Arts Corridor. The intent of this project is to create a visually engaging and community-centered artwork that enhances the area's appeal and fosters a stronger sense of place. AGAR LLC was selected through a competitive process based on their qualifications and extensive portfolio of public art installations.

**DISCUSSION:**
AGAR LLC has extensive experience in placemaking, public art, and mural production, and their proposal aligns with the City's vision for enhancing the Cultural Arts Corridor. The contract covers the full scope of work, including strategy development, artist selection, design refinement, and on-site mural installation. AGAR LLC has proposed a three-phase project: Public Art & Experience Strategy, Design & Development, and Production & Installation. Each phase will involve close collaboration with a curatorial committee and key stakeholders to ensure alignment with the Cultural Arts Corridor's goals, and the artwork will go before Fayetteville Arts Council for consideration before installation. The mural will enhance the parking garage, transforming it into an artistic landmark that encourages community engagement. The project also includes considerations for potential future programming, such as projection mapping and interactive elements, which can further activate the site.

**BUDGET/STAFF IMPACT:**
The total project cost is $84,882, which includes all design, artist fees, material procurement, and installation management. This cost is within the budget allocated for public art commission within the Capital Improvement Project budget.

**ATTACHMENTS:** SRF (#3), Appendix A Scope of Work and Fees (#4), RFP 24-12 AGAR Contract - Partially Executed (#5), RFP 24-12, Submittal - AGAR LLC - E (#6)

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

**File #:** 2024-648

**Contract with AGAR LLC for Curation and Installation of a Mural on the West Avenue Parking Garage**

A RESOLUTION TO AWARD RFP 24-12 AND AUTHORIZE A CONTRACT WITH AGAR LLC IN THE AMOUNT OF $84,882.00 FOR THE CURATION AND INSTALLATION OF THE WEST AVENUE PARKING GARAGE MURAL

**WHEREAS**, the City issued RFP 24-12 seeking a qualified firm to curate and produce a mural on the West Avenue Parking Garage as part of the Cultural Arts Corridor; and

**WHEREAS**, the intent of this project is to create a visually engaging and community-centered artwork that enhances the area's appeal and fosters a stronger sense of place; and

**WHEREAS**, AGAR, LLC was selected through a competitive process based on its qualifications and extensive portfolio of public art installations.

**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 24-12 and authorizes a contract with AGAR LLC in the amount of $84,882.00 for the curation and installation of the West Avenue Parking Garage Mural.

**City of Fayetteville Staff Review Form**

**2024-648**

**Item ID**

**11/7/2024**

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

| Joanna Bell | 10/17/2024 | PARKS & RECREATION (520) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

Staff recommends approval of the contract with AGAR LLC for the curation and installation of the West Avenue Parking Garage Mural.

## Budget Impact:

| 4470.520.8520-5315 | Sales Tax Capital Improvement Fund |
|---|---|
| Account Number | Fund |
| 24009 | Public Art Commission, Misc. |
| Project Number | Project Title |

| | | | | |
|---|---|---|---|---|
| **Budgeted Item?** | Yes | Total Amended Budget | $ | 155,000.00 |
| | | Expenses (Actual+Encum) | $ | 24,000.00 |
| | | Available Budget | $ | **131,000.00** |
| **Does item have a direct cost?** | Yes | Item Cost | $ | 84,882.00 |
| **Is a Budget Adjustment attached?** | No | Budget Adjustment | $ | - |
| | | Remaining Budget | $ | **46,118.00** |

*V20221130*

**Purchase Order Number:** _____

**Previous Ordinance or Resolution #** _____

**Change Order Number:** _____

**Approval Date:** _____

**Original Contract Number:** _____

**Comments:**

**RFP 24-12, Placemaking Firm, Curator, or**
**Artist Studio for Parking Deck Mural**
**APPENDIX A – Scope of Work & Fees**

AGAR LLC will oversee and manage the design, development, and installation of a mural on the West Avenue Parking Deck in Fayetteville, Arkansas. The mural will enhance the structure as a part of the Cultural Arts Corridor, supporting community engagement and placemaking efforts through public art

## Deliverables

### Phase 1: Public Art Strategy

Deliverables:

1. Immersion Session/Input
    a. Create the Curatorial Committee- a selected group of key Fayetteville stakeholders to advise and steward the project
    b. In-person session with two AGAR team members to define project vision, objectives, and goals with key stakeholders and the Curatorial Committee.
    c. Deliver summary and programming strategy approach.
2. Theme Development
    a. Present three (3) conceptual theme territories with narratives, artistic style, and technique considerations.
    b. Refine based on Curatorial Committee feedback.
3. Artist Portfolio Review
    a. Provide portfolios for up to three (3) artists aligned with the chosen theme.
    b. Facilitate artist selection for design development.
4. Preliminary Budgeting
    a. Outline preliminary budget based on artist fees, logistics, and installation methodology.

**Fee for Phase 1: $10,050**

### Phase 2: Mural Design & Development

Deliverables

1. Concept Design
    a. Curator and Artist to provide/develop three (3) custom concept designs for the mural with proposed medium and methods.
    b. Refine selected design with up to two (2) rounds of revisions.
2. Programming Strategy
    a. Present strategies for potential future experiential enhancements, such as lighting, projection mapping, and interactive elements.
3. Final Budget:
    a. Deliver final budget for mural design, materials, installation, and logistics.

b. Ensure all required permits and insurance are secured.

**Fee for Phase 2: $8,100**

**Phase 3: Mural Production & Installation**

Deliverables:

1. On-Site Management
    a. Manage mural installation, including wall priming, material procurement, and artist coordination.
    b. Oversee logistics, including equipment (lifts, storage, etc.) and scheduling.
2. Installation
    a. Ensure proper execution of the mural design on-site with AGAR project management team overseeing the process.
    b. Coordinate artist travel and accommodations as necessary.
3. Programming Roadmap
    a. Develop a roadmap for future programming around the mural, outlining potential activations and projected budgets.

**Fee for Phase 3: $66,732**

**Total Project Budget: $84,882, covering all three phases**

**Miscellaneous:**

- City of Fayetteville will provide a clean and prepped wall surface for priming, and access to the site.
- AGAR LLC is responsible for procuring materials and equipment required for the mural installation.
- City of Fayetteville is responsible for securing any necessary local permits or approvals for the mural installation.
- Weather delays may impact the project timeline and could result in additional costs for equipment rental.

**Timeline**

Phase 1: October 25, 2024 – December 10, 2024

Phase 2: December 11, 2024 – January 10, 2025

Phase 3: January 11, 2025 – March 31, 2025

This contract executed this 7 day of Nov 2024, between the City of Fayetteville, Arkansas (**City**), of 113 W. Mountain, Fayetteville, AR 72701 and AGAR, LLC (**AGAR**) of 1205 Walnut Street, Cincinnati, OH 45202, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the engagement of a Curator for Parking Deck Mural for the City of Fayetteville (the "Project").

2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **AGAR** consist of this Contract and the following documents attached hereto, and made a part hereof:
    a. Appendix A: Scope of Work & Fees
    b. Appendix B: City Issued Solicitation for RFP 24-12
    c. Appendix C: **AGAR's** RFP Submittal
    d. Appendix D: **AGAR's** Certificate of Insurance

3. City's Responsibilities:
    a. The City shall make available to **AGAR,** all relevant information or data pertinent to the Project which is required by **AGAR** to perform the Services. **AGAR** shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of **AGAR** or otherwise. Where such information or data originates either with the City or its consultants then **AGAR** shall not be responsible to the City for the consequences of any error or omission contained therein.

    b. When requested by **AGAR**, the City may engage specialist consultants directly to perform items of work necessary to enable **AGAR** to carry out the Services. Whether arranged by the City or **AGAR**, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by **AGAR.**

    c. The City shall give prompt consideration to all documentation related to the Project prepared by **AGAR** and whenever prompt action is necessary shall inform **AGAR** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.

d. The City of Fayetteville's Arts and Culture Director is the project representative with respect to the services to be performed under this Agreement. The Arts and Culture Director shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

e. Wall Preparation and Condition

i. City's Responsibility for Wall Condition

The City agrees to ensure that the wall surface of the parking garage facade, where AGAR will design and install the mural, is in a condition suitable for mural application. This includes:

1. Inspection: The City is responsible for inspecting the wall to identify any damages, defects, or issues (such as cracks, water damage, water seepage, structural weaknesses, or surface irregularities) that may affect the quality or longevity of the mural.
2. Identification of Repairs: The City shall identify and notify AGAR in writing of any repairs or maintenance needed to bring the wall to a condition suitable for mural application.
3. Repairs at Client's Expense: Any repairs, reworks, or modifications to the wall, including but not limited to cleaning, resurfacing, or patching, deemed necessary by the City shall be completed by the City at its own expense in advance of AGAR commencing the mural installation.
4. Delays Due to Wall Condition

   If AGAR determines that the wall is not in a condition suitable for mural application upon commencement of the work, AGAR reserves the right to delay installation until such repairs are completed to its satisfaction. Any additional costs or delays resulting from a wall that is not in an appropriate condition for mural installation shall be borne solely by the City.
5. AGAR will not be held liable for any repair of the mural if issues present themselves after installation is complete, except for those caused by AGAR in completing the mural. Damages to the mural may come from repairs **not** made by the City, issues not properly identified in advance, , or intentional defacing or tagging of the wall.

4. AGAR's Responsibilities:

a. AGAR shall furnish the necessary qualified personnel to provide the Services. AGAR represents that it has access to the experience and capability necessary to and agrees to perform the

Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, AGAR will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure AGAR's performance. There are no other representations or warranties expressed or implied made by AGAR. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by AGAR nor shall AGAR warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond AGAR's reasonable control.

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

6. Indemnification and Hold Harmless:
    a. AGAR agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from AGAR's performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.

    b. Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against AGAR under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the fees. As the City of Fayetteville's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against AGAR and not against any of AGAR's employees, officers or directors. Neither the City of Fayetteville nor AGAR shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance:
    a. AGAR shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained

throughout the term of the Contract in compliance with the terms of RFP 24-12. If applicable, AGAR shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, AGAR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.

i. AGAR shall carry the following coverages, at minimum:
    1. Worker's Compensation Insurance – Statutory Amount
    2. Automotive Insurance covering all vehicles and trailers, if applicable
    3. General Liability - $1,000,000 each occurrence

ii. Certificates of Insurance shall list the City of Fayetteville as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City of Fayetteville listed as an additional insured.

8. Price:
    a. AGAR Consulting shall perform the services included in this proposal for a flat fee of $84,882.
        i. AGAR shall strive to make decisions based on what is best for the City. As such, the AGAR compensation is structured as a not-to-exceed fee, unless mutually agreed upon additional services are incurred and the City is notified in advance for approval to proceed with said additional services, with billing to be completed on a phase-complete basis. Each billing shall be completed after each phase is complete; Phase 1, Phase 2, and Phase 3 of project completion.
    b. Additional services requested that fall outside the scope of this project shall be provided on a mutually agreed schedule and price, utilizing the hourly fee schedule provided in AGAR's proposal.

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

10. Terms: All work as required in the Appendix A – Scope of work shall be completed by March 31, 2025.

11. Ownership of Documents:
    a. All documents provided by the City are and remain the property of the City. AGAR may retain reproduced copies of drawings and copies of other documents.

b. All documents and records, whether in physical or electronic format, prepared by AGAR or its subconsultant as part of the Project shall become the property of City when AGAR has been compensated for all services rendered; provided, however, that AGAR shall have the unrestricted right to their use.

c. AGAR shall retain its rights in its standard document details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of AGAR.

d. AGAR will grant the City, the State of Arkansas, and the United States of America a royalty-free, non- exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

12. Independent Contractor: AGAR is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. AGAR is responsible for its agents, methods and operations.

13. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, e-mail or fax (receipt confirmed), or overnight courier.

14. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

15. Termination: This Contract may be terminated by the City of Fayetteville or AGAR for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay AGAR for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.

16. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees. No modification of this contract shall be binding unless made in writing and executed by both parties.

17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.

18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. AGAR's Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.

19. Professional Responsibility: AGAR shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.

20. Permits & Licenses: AGAR shall secure and maintain any and all permits and licenses required to complete this Contract.

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

22. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and AGAR and may be modified only by a duly executed written instrument signed by the City of Fayetteville and AGAR. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.

23. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable

control or contemplation of either party. Nothing herein relieves the City of its obligation to pay **AGAR** for services actually rendered.

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

25. Debarment Certification: **AGAR** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **AGAR** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
**LIONELD JORDAN, MAYOR**

ATTEST:

By: _____
**Jackson Shelton, Senior Deputy City Clerk**

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Date Signed:
November 7, 2024

**AGAR LLC**

By: _____
**JOSH HEUSER, OWNER/PRINCIPAL**

Date Signed: _____

# RFP 24-12 Addendum 1
# AGAR LLC
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | RFP 24-12 Addendum 1 |
| Title: | Placemaking Firm, Curator, or Artist Studio for Parking Deck Mural |
| Type: | Request for Proposal |
| Issue Date: | 6/30/2024 |
| Deadline: | 7/24/2024 02:00 PM (CT) |
| Notes: | The City of Fayetteville, Arkansas, seeks proposals from qualified firms for a Placemaking Firm, Curator, or Artist Studio for Parking Deck Art Installation. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220. |

## Contact Information


Contact: Kenny Fitch Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: kfitch@fayetteville-ar.gov

## AGAR LLC Information


Contact: Accounting
Address: 1205 Walnut Street
Cincinnati, OH 45202
Phone: (513) 549-4576
Email: accounting@theagar.com
Web Address: www.theagar.com


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

Robyn Novak
*Signature*

robyn@theagar.com
*Email*

*Submitted at 7/23/2024 04:10:26 PM (CT)*

## Supplier Note

On behalf of the entire AGAR team, Thank you for the opportunity to submit this response. Please do not hesitate to reach out to me, Robyn Novak, robyn@theagar.com with any questions.

## Requested Attachments

**RFP 24-07, Placemaking Firm, Curator, or Artist Studio for Parking Deck Mural** — AGAR_Fayetteville_Final.pdf

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

## Response Attachments

**AGAR_Fayetteville_Executive Summary.pdf**

Executive Summary

**RFP 24-12, Artist for Parking Deck Mural _AGAR_Signed_Forms.pdf**

Signed RFP Forms

**AGAR_Fayetteville Reference Bios.docx**

AGAR References

**AGAR_Fayetteville Team Bios.docx**

AGAR team bios

## Bid Attributes

| | |
|---|---|
| 1 | **Addendum Acknowledgement**<br>By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.<br>☑ I agree |

# AGAR X City of Fayetteville

RFP 24-12, Placemaking Firm, Curator, or Artist Studio for Parking Deck Mural

Real connections with real people to make real impact for customers and the communities we serve.

# HELLO.

AGAR is a medium for growth. We were founded on the principle of #GrowingCulture and put this mantra into practice with every partnership and project we commence.

The City of Fayetteville's West Avenue Parking Deck Mural and Programming provides a unique opportunity to curate a dynamic and engaging public art space, building upon the experiential foundations already imbedded within the Ramble and ultimately fostering continued conversations and connections within the community.

At AGAR we view our engagement with clients as a collaborative process and we value the opportunity to share our response for this RFP. We would be happy to walk through this presentation and/or answer any questions that may arise.

## Table of Contents:


**Part 01** Introduction, Qualifications and Experience/Previous Public Art & Placemaking Projects

**Part 02** Strategy & Budget Proposal

**Part 03** References

**Part 04** Other Relevant Information

**Part 05** Detailed Project Timeline

# Part 01

Introduction, Qualifications and Experience/Previous Public Art & Placemaking Projects

## About AGAR

At AGAR, we believe in the power of public art to grow community, culture, and commerce. As an experiential marketing and placemaking agency, we leverage experiential design and communications, event production public art curation, and technology to reach audiences and grow culture for companies, brands, and the communities we serve. Our services allow us to curate today and program for tomorrow.

## We believe human connection is invaluable

As the world moves more and more digital, the value of a human connection and experience inherently increases.

## Creating moments that touch the soul

We curate unforced fascination around the core premise of purposeful engagement:
Explore. Dialogue. Share.

A continuous cycle of challenging the status quo, discovering the untapped, and encouraging guests to share and converse today's relevancy and tomorrow's innovation.

# Part 01

Introduction, Qualifications and Experience/Previous Public Art & Placemaking Projects

## OUR EXPERTISE: PLACEMAKING & PUBLIC ART

Our Placemaking & Public Art offer is unique, offering full 360 services from strategy, curation, and design, to in-house production, project management, installations, programming and more.

Placemaking Strategy, Development & Positioning
Cultural Strategy & Opportunity Assessment
Community Outreach & Engagement
Programming, Event Strategies & Activations
Public Art Design, Strategy & Curation
Art Installation Management
Artist Events & Speaking Engagements
Naming, Brand Identity Design & Systems
Environmental Graphic Design & Way finding
Experiential Communications Strategy & Activations
Artist Influencer Strategy & Talent Management
Social Media Strategy & Activation
Video Production & Motion Graphics

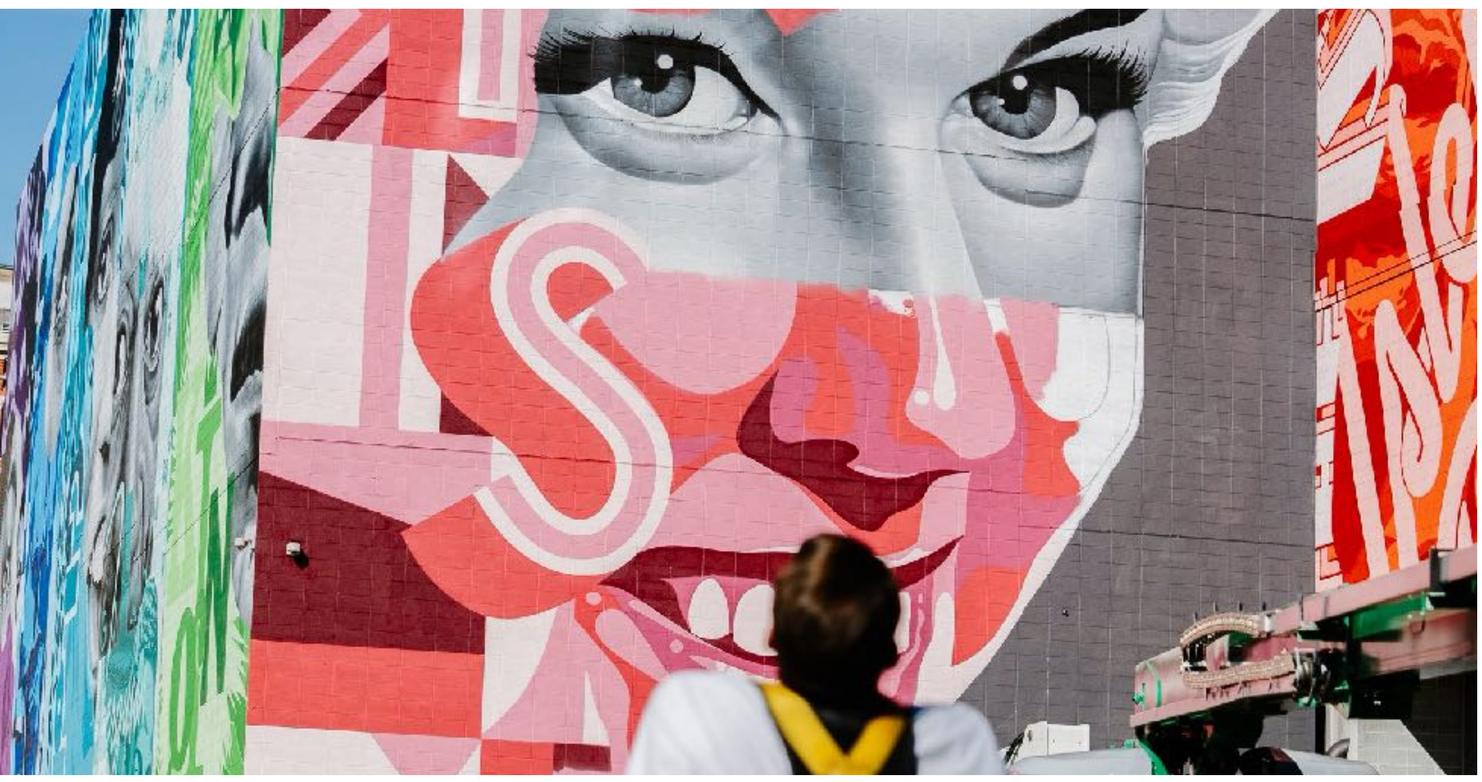
### OUR SERVICES

Experiences
Strategy
Design
Production
Communication
Content

# TRISTAN EATON - CINCINNATI, OH

## The most collectible street artist in the world paints his largest mural ever, resulting in the biggest piece of street art in the mid-west.

AGAR's Role: Curation, Artist Management, Production Management, Media Strategy



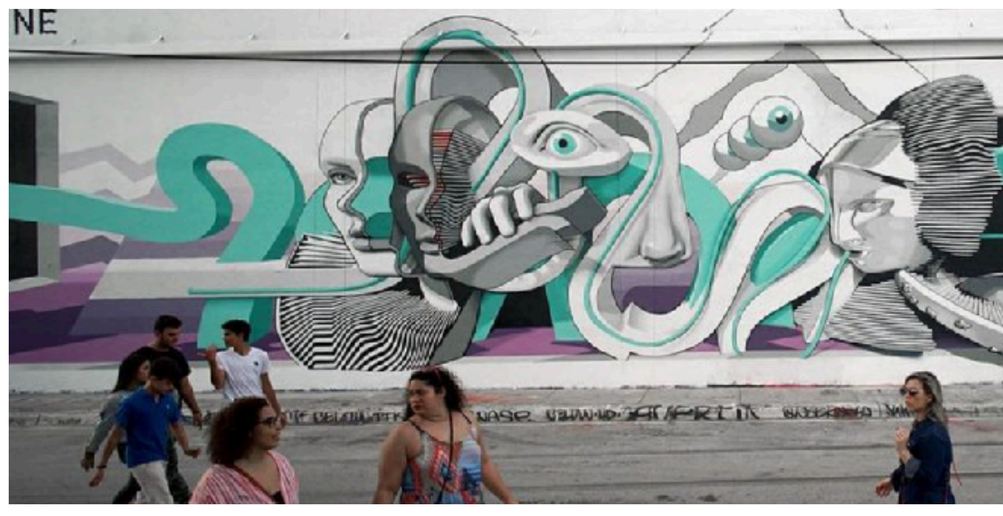
BIO

Tristan Eaton is a renowned American artist and designer, celebrated for his vibrant and eclectic murals that adorn cities worldwide. Born in Los Angeles in 1978, Eaton began his artistic journey as a graffiti artist in his teens, eventually transitioning into commercial design and toy creation with his brand Kidrobot. Known for his bold use of color, intricate layering, and pop culture references, Eaton's work combines elements of street art, graphic design, and fine art. His large-scale murals can be found in cities such as New York, Paris, and Detroit, making him a prominent figure in the contemporary art scene. In addition to his public art, Eaton's work has been featured in galleries and museums, solidifying his status as a versatile and influential artist.

# ART BASEL +Xylene - Miami, FL

## “Mid-west artists debut first projection mapped mural at the largest art fair in the US”

AGAR’s Role: Festival Engagement, Artist Management, Production, Installation




BIO

Xylene Projects is a cutting-edge art collective known for its avant-garde installations and multimedia creations that push the boundaries of contemporary art. Founded by a group of visionary artists with diverse backgrounds in digital media, sculpture, and performance art, Xylene Projects seeks to create immersive experiences that challenge perceptions and provoke thought. Their work often incorporates elements of technology, light, and sound, resulting in dynamic pieces that engage all the senses. Based in Kentucky the collective has exhibited internationally, captivating audiences at prominent art festivals and galleries around the world. Xylene Projects continues to innovate and inspire, establishing itself as a pioneering force in the evolving landscape of modern art.

# Autumn Deforest - Wynwood, FL

## “Emerging female youth creates first multi-dimensional mural experience at Street-Art Mecca”

AGAR’s Role: Brand Integration, Concept Strategy, Artist Management, Production, Installation

BIO

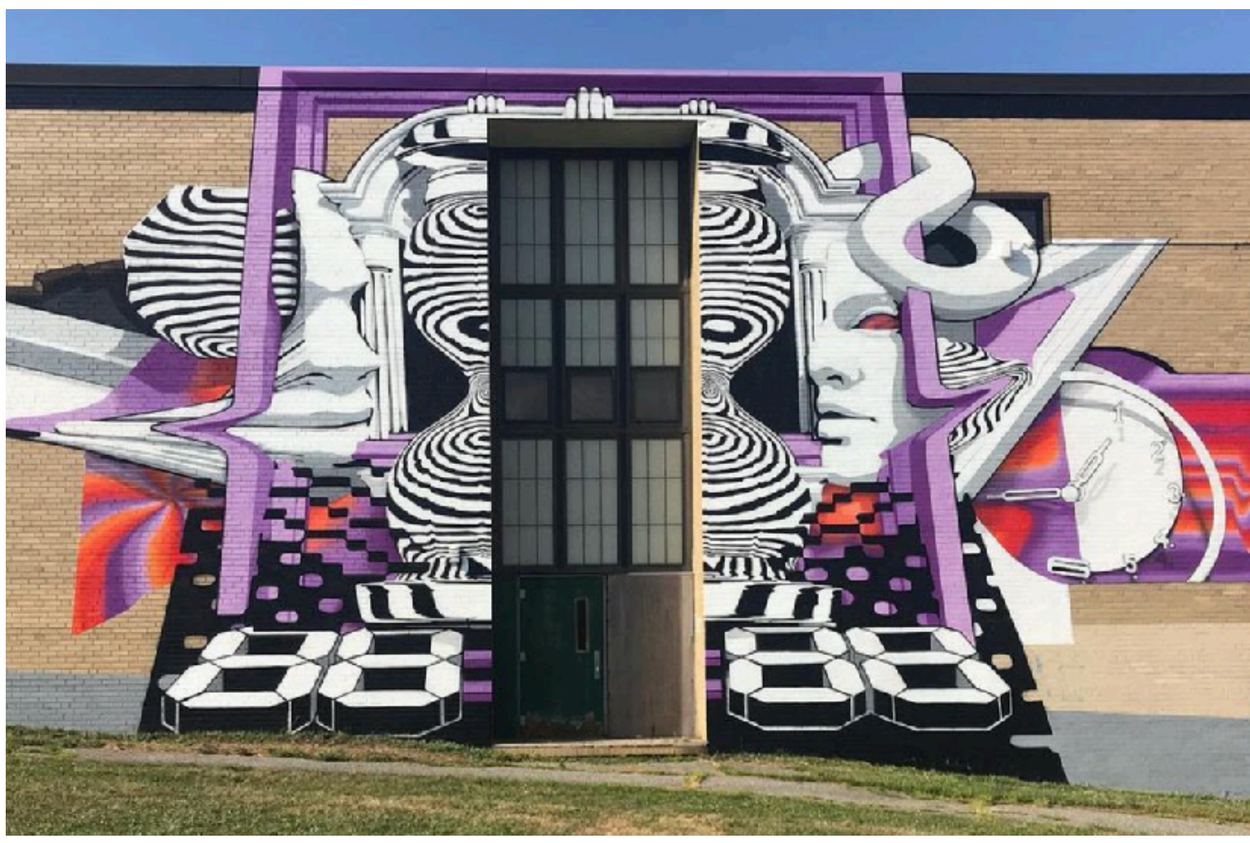
Autumn de Forest, born in 2001, is an American contemporary artist whose prodigious talent and distinctive style have earned her international acclaim. Beginning her artistic journey at the tender age of five, Autumn quickly captivated the art world with her bold use of color, innovative techniques, and mature thematic explorations. Despite her young age, she has become a prominent figure in contemporary art, often hailed as a child prodigy and a voice of her generation.

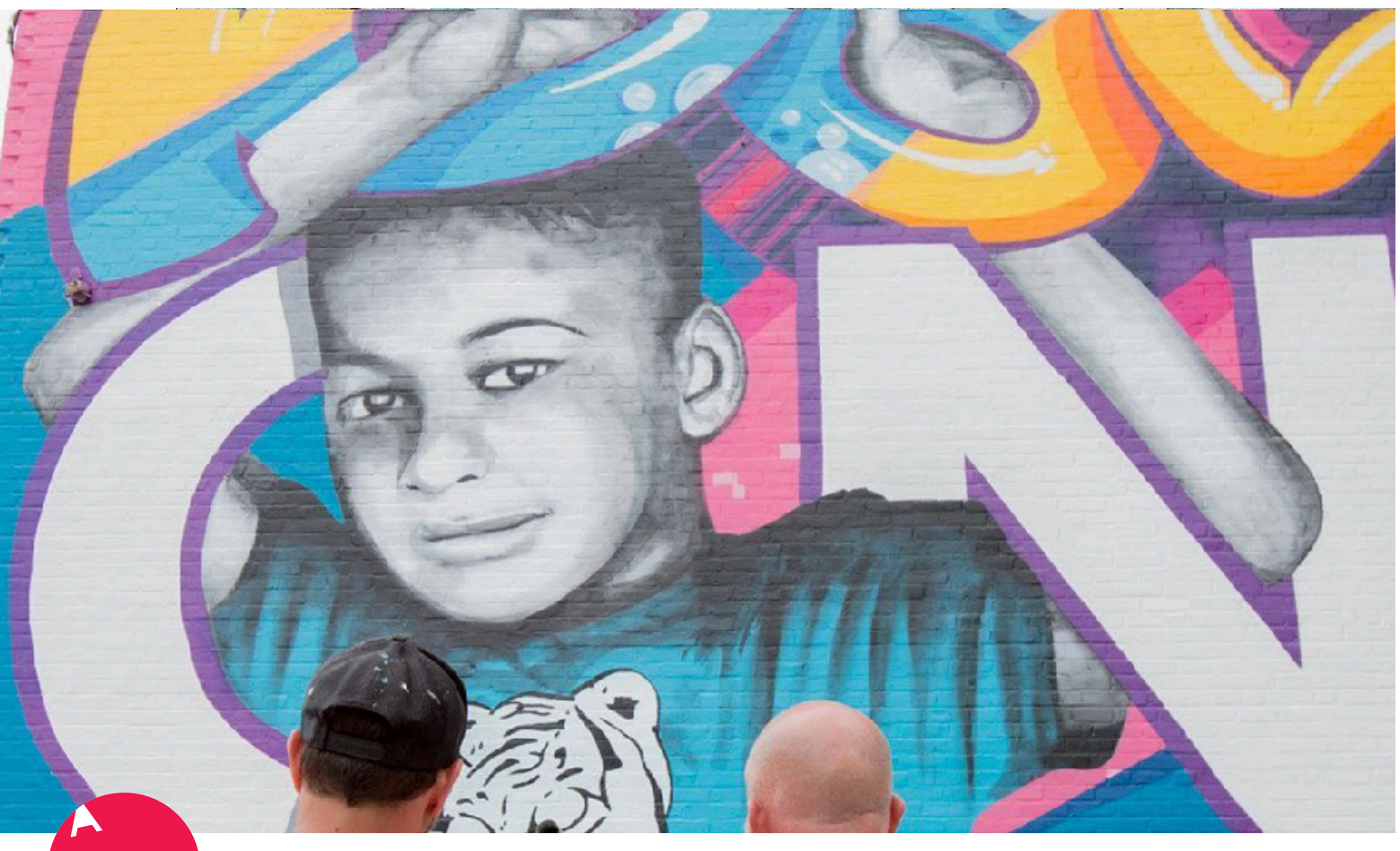
Autumn’s work is characterized by a vibrant fusion of abstract expressionism and pop art, drawing inspiration from iconic artists such as Andy Warhol, Pablo Picasso, and Jackson Pollock. Her pieces often feature vivid color palettes, dynamic compositions, and a playful yet thought-provoking approach to subject matter. This unique blend of influences and her innate creativity have allowed Autumn to develop a signature style that resonates with a wide audience, from seasoned art collectors to casual observers.

# POW WOW WORLDWIDE + Xylene

## “Spraying and rolling” at the biggest touring mural festival in the US

AGAR’s Role: Community Engagement, Production, Installation





BIO

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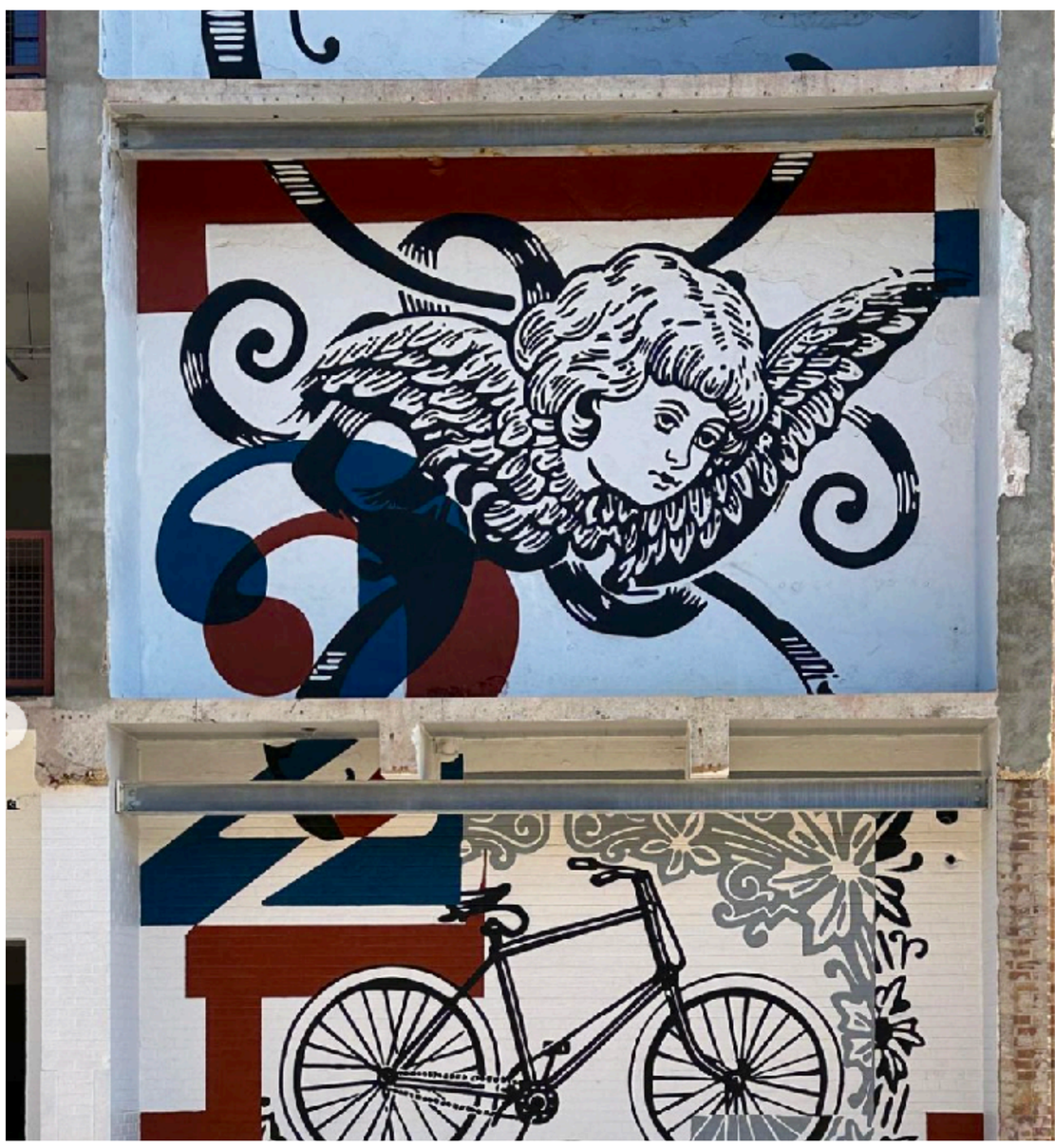
# Part 01
## Introduction, Qualifications and Experience/Previous Public Art & Placemaking Projects

# Factory 52, Norwood, OH + Chroma Projects
### “Building a new town square from scratch with a nod to its deep artistic history”

AGAR’s Role: Historic Research, Curation, Artist Management, Production, Installation + Programming (Activations, PR & Communications)



BIO

Chroma Projects is a dynamic and innovative art collective based in Cincinnati, known for its vibrant and community-centric approach to contemporary art. Founded by a group of passionate local artists, Chroma Projects aims to bridge the gap between art and the public through engaging exhibitions, interactive installations, and collaborative events. Their work often features bold colors, diverse mediums, and thought-provoking themes that reflect the cultural and social landscape of Cincinnati. Committed to fostering creativity and inclusivity, Chroma Projects also offers workshops and outreach programs to support emerging artists and enrich the community. By transforming ordinary spaces into extraordinary experiences, Chroma Projects continues to make a significant impact on Cincinnati’s artistic scene.

BIO

AGAR led the design of the Card Portals, custom US Playing Bicycle cards, and currently leads on-site programming, communication, social media and PR to broaden awareness, and curate one-of-a-kind experiences including 52Taps, Sauced Bourbon & BBQ, Light the Season and more.

# BLINK CINCINNATI - FAITH 47

## Bearing the torch of a new community through immersive storytelling.

AGAR's Role: Curation, Artist Management, Production, Installation

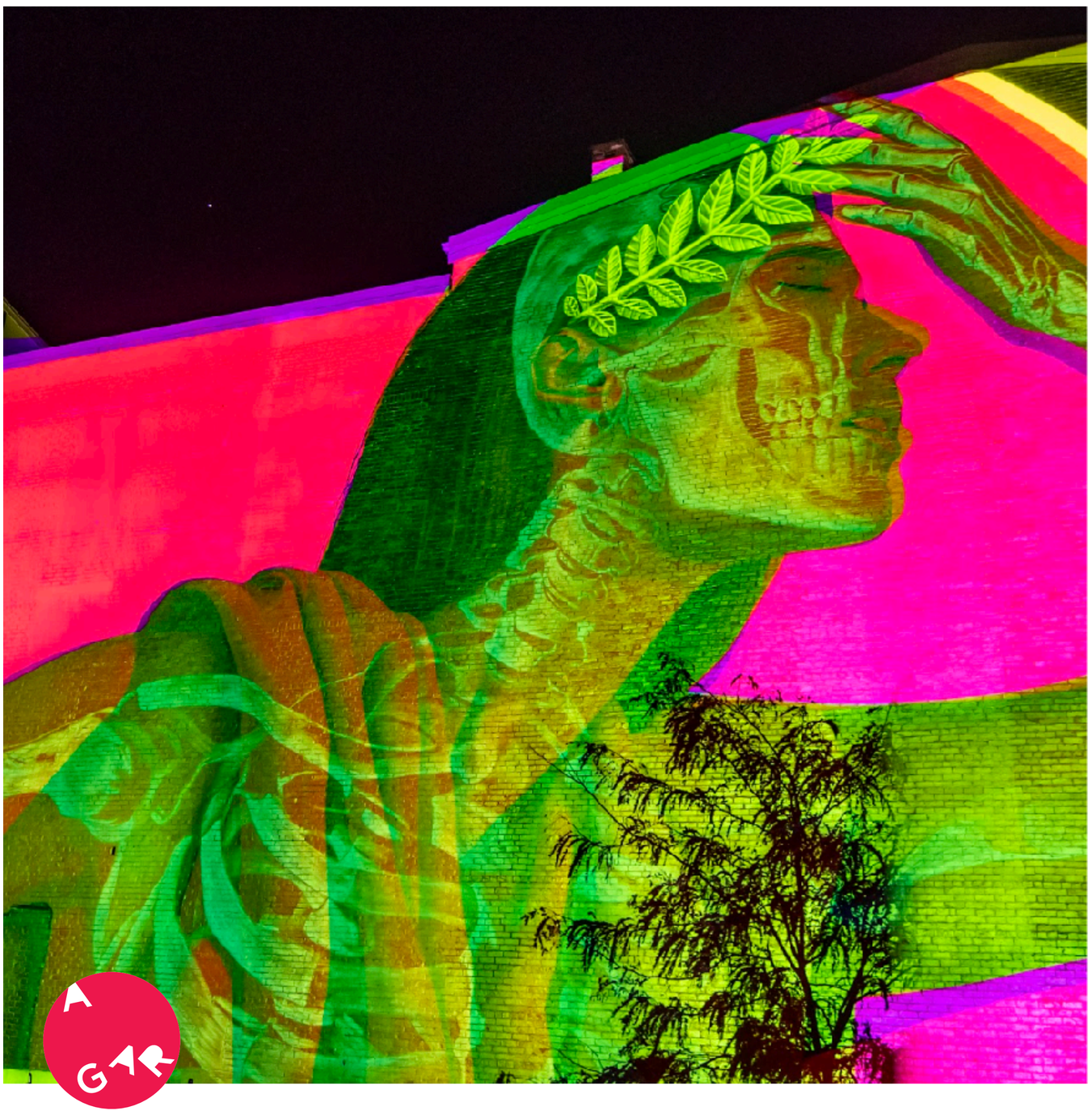
BIO

Faith 47, born in Cape Town, South Africa, is an internationally renowned street and studio artist known for her powerful and emotive work. Her art, which often explores themes of human rights, nature, and spirituality, combines striking imagery with deep social commentary. Faith 47's murals grace urban landscapes across the globe, from Johannesburg to London to Los Angeles, making her a prominent figure in contemporary street art. Her work extends beyond walls to include installations and fine art, exhibited in galleries and museums worldwide. With a career marked by a profound commitment to social justice and beauty, Faith 47 continues to inspire and challenge audiences with her evocative creations.

# BLINK CINCINNATI - INSANE 51

## The master of 3D murals collaborates for a first ever projection mapped experience.

AGAR's Role: Technological Strategy & Integration, Curation, Artist Management, Production, Installation



BIO

Insane 51, born Alexandros Papathanasopoulos in Athens, Greece, is a globally acclaimed street artist known for his innovative 3D murals and dynamic use of color. Combining classical painting techniques with modern graffiti, Insane 51 creates stunning artworks that reveal hidden layers when viewed through 3D glasses. His distinctive style has made him a prominent figure in the international street art scene, with notable works displayed in cities such as New York, Berlin, and Paris. Beyond his large-scale murals, Insane 51's work has been featured in numerous art festivals and exhibitions, showcasing his unique ability to blend tradition with contemporary street art. His captivating and immersive creations continue to push the boundaries of visual art, earning him widespread recognition and admiration.

## Part 01
Introduction, Qualifications and Experience/Previous Public Art & Placemaking Projects

# BLINK CINCINNATI - Multiple Artist Collaborations
## The nations largest immersive art festival

AGAR's Role: Founding Organizer, Curation, Artist Management, Production, Installation, Master Planning and Programming

BIO

With the goal of creating a manifesto for a future city and bringing national awareness and global buzz to Cincinnati, AGAR joined a handful of creative leaders and the City of Cincinnati to design an event that would illuminate a path toward inclusion and possibility, leveraging the great equalizer: art. With this lofty goal in mind, BLINK was born, the nation's largest immersive art festival, now in its third year.

RESULTS

The impact of BLINK contributed significantly to the local economy and culture, with the success prompting another festival in 2024.

**17**
Permanent murals

**30**
City blocks of activation

**$126M**
Economic impact

**2.1M**
Attendance

# Part 01
## Introduction, Qualifications and Experience/Previous Public Art & Placemaking Projects

## OUR TEAM

### JOSH HEUSER
Founder

As Founder of AGAR, Josh not only sets the overall vision for the brand, but is a strategic leader, developing innovative business strategies to drive growth. As owner and operator of various restaurant and hospitality venues, he maintains a unique experiential and placemaking perspective, creating experiences while garnering valuable insights that enable him to deliver a cutting-edge guest experience. An entrepreneur always looking to evolve, Josh and AGAR have helped change the face of Cincinnati, one endeavor and project at a time, including BLINK, the nation's largest immersive art festival. As co-creator, Josh was critical to the success of the 2022 festival, which drove $126 million dollars of economic impact to the Cincinnati region. Josh's multifaceted approach encompasses financial acumen, strategic vision, and a dedication to the development of the greater community to which he calls home.

**Role For Fayetteville:**
Executive Sponsor

### ANDREW SALZBRUN
Partner, Executive Creative Director

As the Executive Creative Director for AGAR, Andrew provides the strategic vision for the company and its partners, leveraging a rich expertise in placemaking experience mapping and strategy. With a portfolio spanning over a decade, Andrew's work focuses on lasting positive impact. And as co-founder and executive creative director of BLINK, the nation's largest immersive art festival, Andrew understands first-hand how placemaking and experiential design can create that positive impact and build long-term, meaningful culture in a community. The success of the 2022 BLINK festival provided incredible positive fiscal impact to the region and featured 71 artists, from all over the world. With a deep resume of community-anchoring venues throughout the Midwest, Andrew values the importance of a first impression and the people behind it.

**Role For Fayetteville:**
Artist Curation & Management, Executive Creative Direction (Concept Development & Design), Experiential Programming Development

### NOAH BEITING
Director of Operations

As Director of Operations, Noah facilitates public art by seamlessly blending his creative passion with operational expertise. He doesn't just manage operations; he acts as a liaison, translating between the creative mind of the artist and the realities of the project. During BLINK, the nation's largest immersive art festival, Noah works with 30+ international muralists, fostering strong relationships, effectively communicating project specifications and ensuring their artistic vision thrives. This includes coordination with building owners, brick masons, art material distributors, shippers, storage facilities, local utility providers, the City of Cincinnati, and more. Along with artist relations, Noah acts as a site scout, assisting with the curatorial process and placement of certain artists and their works through the city. His resourceful nature extends to acquiring essential equipment, ensuring everything is in place for artistic creation to flourish.

**For Fayetteville:**
Pre-Production Coordination (Artist, Site, Client, Vendor), Budgeting, Material, Mural, Programming & Logistics Procurement

### CLAIRE KOLBERG
On-Site Project Manager

Claire Kolberg brings over 15 years of experience in executive administration, operations, and event and production management. Most notably, she was the Director of the award-winning The Unexpected from 2015 – 2023 bringing over 45 pieces of artwork to downtown Fort Smith. Claire is a member of the Walton Arts Center Board of Directors, and a member of the P.E.A.R.L. Ben Roberds Scholarship committee. She lives in Fayetteville with her family.

**For Fayetteville:**
On-Site Project Management & Logistics,, Artist & Vendor Coordination, Client Account Services

## Part 02

Strategy and Budget Proposal

THE RAMBLE




# OUR APPROACH

Guiding the guest through a connected journey at every moment of their experience,: curating moments of discovery, fostering conversations, piquing curiosities, and ultimately making memories.

**The West Avenue Parking Garage Mural for the City of Fayetteville poses a unique opportunity transforming an ordinary parking garage structure into an extraordinary experience supportive of the site's overall context, The Ramble.** "The Ramble is characterized as: a fun embrace of a journey...not in a hurry to get from point A to point B, but rather, open to possibility...the concept falls nicely in sync with the cadence of a walk or a bike ride, spontaneous conversation, outdoor installations, and gathering spaces."

Marking the "first major public art commission of the Cultural Arts Corridor", The West Avenue Parking Garage aims to "transform its large surface into a visually engaging and community-centric artwork that will enhance the aesthetic appeal of the garage, foster community engagement, and contribute to the revitalization of Fayettevilles downtown area."

**With this in mind, our approach starts with the foundation: context and vision for the site and its surroundings (art, civic, cultural, and natural), curating a theme and design that exemplifies the core principles of The Ramble, and ultimately bringing the vision to life for the community to connect with.**

# Part 02

Strategy and Budget Proposal

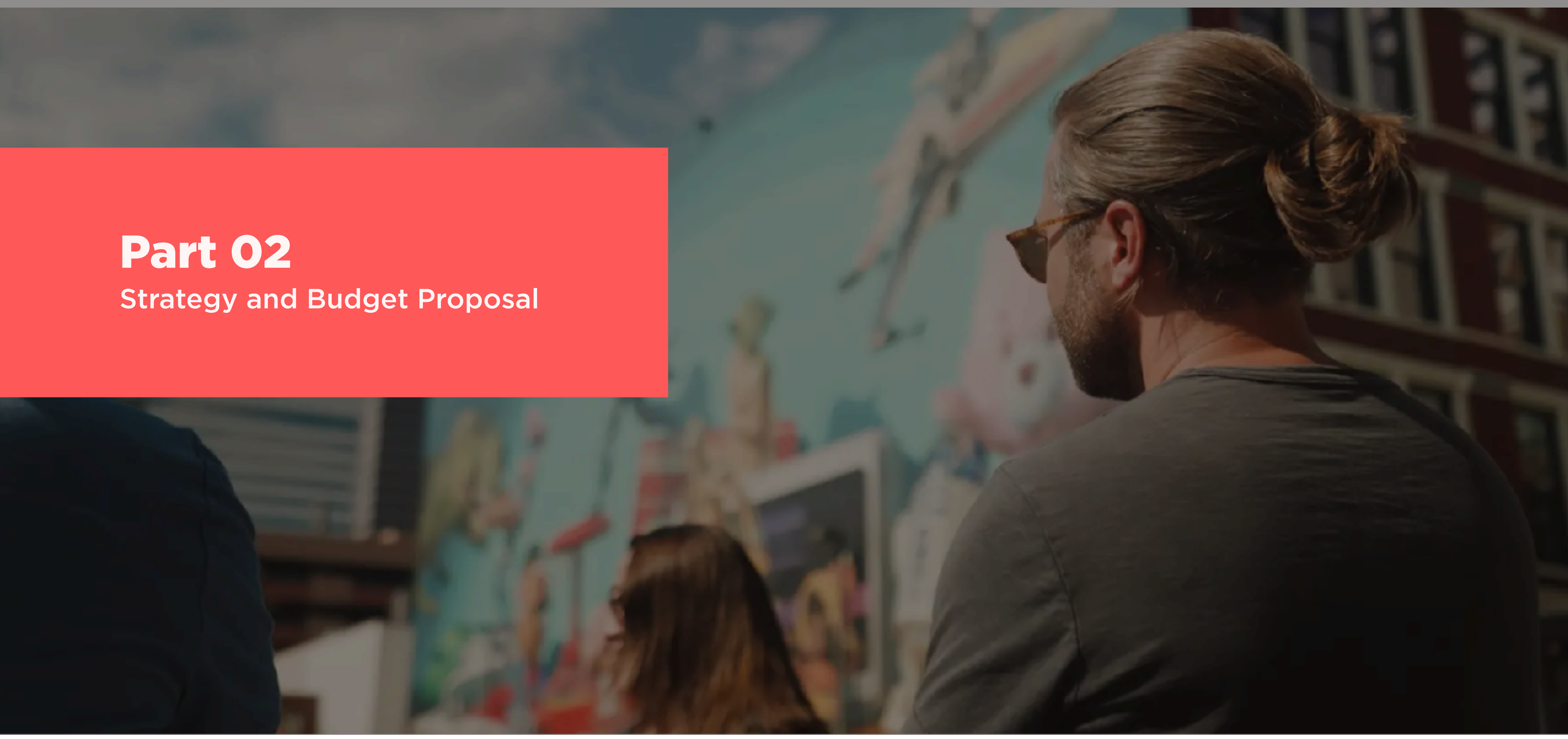
# Our Approach

For the West Avenue Parking Garage Mural we are aligned to a three phase approach to bring the dynamic art piece to life. Our process is collaborative inclusive of setting the vision with key stakeholders and the community, partnering with artist(s) to curate a resonating and signature piece as well as managing and producing the installation to ensure the vision is brought to life across all touch points.

We also believe in looking at not just today, but tomorrow. We believe as part of the foundation for this project (Phase 1) and carrying through the development and installation (Phases 2 & 3) that we simultaneously look at experiential considerations, art-based enhancements and/or activations and programming that may be brought to life in future phases to continually connect the community with this art.

## WE BELIEVE GREAT EXPERIENCES HAVE A STRATEGIC THROUGH LINE

| | PHASE 1: PUBLIC ART & EXPERIENCE STRATEGY | PHASE 2: DESIGN & DEVELOPMENT | PHASE 3: PRODUCTION & INSTALLATION | FUTURE PHASE: PROGRAMMING LAUNCH |
|---|---|---|---|---|
| WEST AVENUE PARKING GARAGE MURAL | • Comprehensive Strategy<br>• Potential Themes<br>• Artist Considerations | • Concept Design & Development<br>• Final Budget | • Artist Installation<br>• On-Site Management | |
| FUTURE PROGRAMMING STRATEGY | • Placemaking & Programming Strategy Approach | • Programming Strategy: Enhancements and/or Activations<br>• Preliminary Budget | • Future Programming Roadmap<br>• Scope & Budget Development | • Production, Procurement & Live Activation(s) |



# Part 02

Strategy and Budget Proposal

## Phase 1: Public Art & Experience Strategy

### OBJECTIVE

Establish the vision for the overall public art and experience strategy, collaborating with the Curatorial Committee to create a signature piece.

### DELIVERABLES

Immersion Session
Programming Strategy Approach/CPS
Concept Strategy Themes
Artist Portfolio Review

### TIMING

*6* WEEKS; PREP, PRESENTATIONS + FOLLOW-UP *PENDING CLIENT APPROVALS (TENTATIVELY 09/15/2024-10/31/2024)*

### FEE

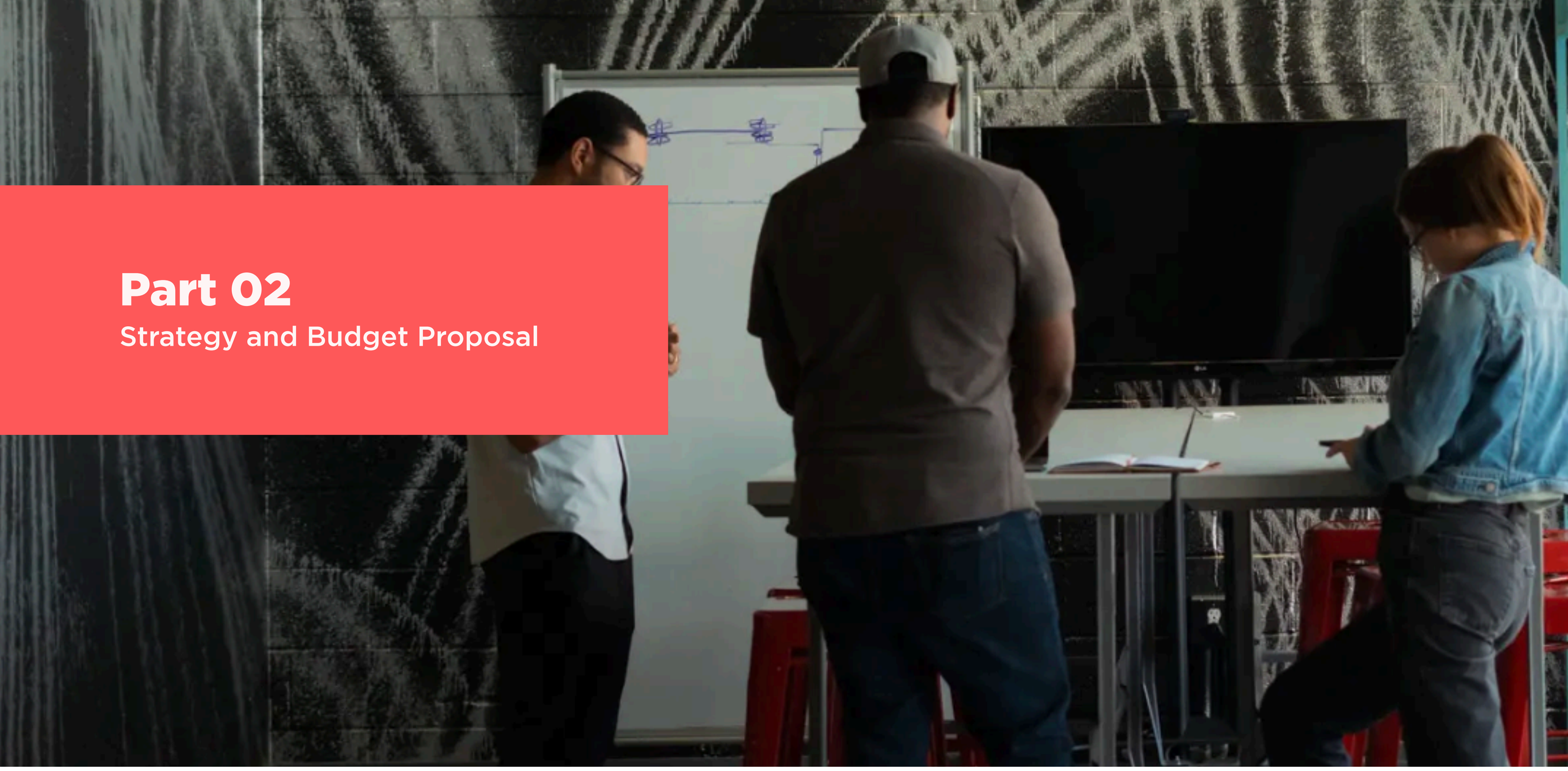
*$10,050*

### KEY STEPS & DELIVERABLES

1. **Develop a Comprehensive Strategy**
    1. **Immersion Session:**
    Three (3) AGAR team members to attend a kick-off call/meeting to immerse in the overall objectives, vision, and key goals for the mural with key stakeholders and/or the Curatorial Committee. Two (2) team members for on-site visit.
    2. **Placemaking & Programming Strategy Approach**:
    As part of the Immersion Session, Discussion around short-term and long-term goals for this particular location as well as contextual understanding of adjacent experiences that can be leveraged/complimented upon installation, programming, and activation.
        1. Deliverables: AGAR to provide Immersion Session Summary/Site Visit, Programming Strategy Recommended Approach for Mural and Potential Future Activation Considerations, and Overall Project CPS
        2. Timing: 1-2 weeks

2. **Identify Potential Themes, Styles, and Approaches for the Art Installation**
    1. **Concept Strategy Themes**:
    AGAR will provide up to three (3) theme territories for the art installation including an overarching narrative, visual and artistic style considerations, and varied technique-based approaches for consideration to key stakeholders and/or the Curatorial Committee.
        1. Deliverables: AGAR to provide three (3) theme territories, Curatorial Committee to select one (1) for refinement for the artist consideration set. (Includes one (1) round of minor refinement.)
        2. Timing: 2 weeks+/-

3. **Artist Considerations**
    1. **Artist Portfolio Review**:
    AGAR will facilitate curating up to three (3) artists whose work aligns with the overall Placemaking and Experiential Art Concept Strategy/Theme. AGAR will prepare an overview of the artist, their background, sample work, and points of consideration (including preliminary budget) specific to the West Avenue Parking Garage.
        1. Deliverables: AGAR will prepare a creative brief for artists. AGAR to provide three (3) artists for review, Curatorial Committee to select one (1) artist to “award” and move forward to the paid Design & Development phase. AGAR to include preliminary budgeting considerations based upon each of the artists fees, methodology and/or logistics. AGAR will manage all pre, during, and post correspondence with artists.
        2. Timing: 2 weeks +/-



# Part 02

Strategy and Budget Proposal

## Phase 2: Design & Development

### OBJECTIVE

Design, develop and finalize the art piece concept, materials, methods and budget. Provided additional strategy regarding potential opportunities for added future experiential programming and/or enhancements.

### DELIVERABLES

Concept Design & Development
Programming Strategy
Final Budget

### TIMING

*4* WEEKS; PREP, PRESENTATIONS + FOLLOW-UP *PENDING CLIENT APPROVALS (TENTATIVELY 11/01/2024-11/30/2024)*

### FEE

*$8,100*

### KEY STEPS & DELIVERABLES

1. **Concept Development**
    1. **Concept Design & Development**:
    AGAR will partner with the "awarded" artist to develop up to three (3) custom concept designs for the garage. AGAR will work with the artist to create one (1) high-level design per concept. Including proposed medium, method and potential future experiential enhancement considerations *(With additional budget considerations for activation if applicable)*.
        1. Deliverables: AGAR to provide three (3) concept designs Curatorial Committee to select one (1) for final design for artist refinement. (Includes two (2) rounds of design refinement.)
        2. Timing: 4 weeks+/-, *in tandem with Mural Budget Finalization

2. **Programming Development**
    1. **Programming Strategy**:
    Upon the selection of a final Concept Design, AGAR will partner with the artist to explore potential enhancements for the selected art piece. These enhancements may include experiential elements such as lighting, interactivity, projection, and/or programming based activations/experiences to complement the art piece. (****Note, these enhancements will be explored only from a strategic level (outline of idea and material and/or method of support, anticipated added budget considerations), this scope does NOT cover the design, development, budget and/or installation of any programming development.)*
        1. Deliverables: AGAR to provide three (3) programming strategy considerations. No rounds of refinement are included in this scope.
        2. Timing: 2 weeks+/-, In tandem with the Final Concept Design Refinement

3. **Budget Finalization**
    1. **Final Mural Budget**:
    Upon the approval of the final selected concept design for the garage, AGAR will finalize budgeting considerations based upon the final design, methodology, production, installation, and/or logistics. AGAR will manage all pre, during, and post correspondence with the artist, vendors, site, city, etc.
        1. Deliverables: AGAR to include final budgeting and correspondence as noted above.
        2. AGAR will secure necessary insurance and permits needed to execute the work. The client will communicate and permit and approval processes needed on a local level.
        3. Timing: 2 weeks +/- *in tandem with Concept Design & Development

# Part 02

## Strategy and Budget Proposal

# Phase 3: Production & Installation

## OBJECTIVE

On-site management of artist installation, pre-during, and post to ensure conceptual design is brought to life.

## DELIVERABLES

Art Installation
On-Site Management
Future Programming Roadmap

## TIMING

*12* WEEKS; PREP, PRESENTATIONS + FOLLOW-UP *PENDING CLIENT APPROVALS (TENTATIVELY 01/01/2025-03/30/2025)*

## FEE

*$66,732*

## KEY STEPS & DELIVERABLES

1. **Art Installation & Management**
    1. **Art Installation, On-Site Management**:
    AGAR will manage the artist installation with on-site project management. Client is to deliver a clean, prepped/finished ready-to-paint wall. AGAR will apply one (1) coat of primer to the existing wall (approximately 50'x100') and delivered a fully prepared wall to the client. *(*Client is responsible for any wall repairs needed prior to commencement of the project.)* AGAR will procure artist materials, supplies, lift, equipment (as applicable), delivery and return.
        1. Deliverables:
            1. AGAR to procure and provide materials (paint, brushes, rollers, spray equipment, and other supplies as applicable) including equipment (120' - 135' boom lift, pod for paint and/or equipment storage, portalet for job site)
            2. AGAR coordinate artist, vendors, materials, scheduling and logistics.
            3. AGAR will manage the coordination, execution and oversight of the mural installation.
            4. AGAR to coordinate travel and accommodations with artist directly.
            5. AGAR will contract, manage and pay the artists directly.
            6. AGAR to be on-site for on-site project management review.
        2. Timing: Installation *(priming and painting)* will take approximately 2 weeks. AGAR to work with client on final installation schedule, pending local weather. It is advised that install happens during a period where weather is consistently above 45 degrees Fahrenheit for best application and adhesion.
    3. During the 12 weeks +/- allotted, it may be that there is no activity, due to weather conditions, until the end of the period. Refer to proposed timing and schedule.

2. **Programming Ideas**
    1. **Future Programming Roadmap**:
    Upon the selection of the final preferred Programming Strategy Component(s). AGAR will prepare a one-page top-line Roadmap and estimated budget to create a critical path for future programming and/or experiential activations based upon the desired experience. This Roadmap will outline the experiential objectives, brief, proposed cadence and projected budgeting considerations.
        1. Deliverables: AGAR to provide one-page roadmap. AGAR can provide an additional scope of work at this time for Future Programming needs.
        2. Timing: 2 weeks+/-, In tandem with the Art-Installation

# Fees

| PHASE | SCOPE/DELIVERABLES | BUDGET |
|---|---|---|
| **Phase 1: Public Art & Experience Strategy** | **Develop a Comprehensive Strategy**<br>*(Includes 2 AGAR staff site visit for in-person immersion session, (Travel: $2,500))* | **$10,050** |
| | **Identify Potential Themes, Styles, Approaches** | |
| | **Provide Artist Considerations & Preliminary Budgeting** | |
| **Phase 2: Design & Development** | **Concept Development** | **$8,100** |
| | **Programming Development & Presentation** | |
| | **Budget Finalization & Presentation** | |
| **Phase 3: Production & Installation** | **Art Installation & Management**<br>** Work may not begin until the end of the period depending on local weather.*<br>** Includes site visit and on-site artist mgmt. (Travel $2,500)* | **$8,532** |
| | **Art Material Procurement** | **$4,200** |
| | **Equipment Procurement (Lifts, storage, portalet, etc)** | **$16,800** |
| | **Wall Priming** | **$3,000** |
| | **Mural Installation / Artist Fee** | **$32,400** |
| | **Programming Ideas** | **$1,800** |
| **TOTAL** | | **$84,882** |

## ASSUMPTIONS

1) Client will inform AGAR of any local permitting, certificates, or licenses needed for installing the mural.
2) If weather, or any act of God, delays the project while equipment is rented, then additional costs for equipment may be billed back to the client.
3) The client approves that parking of boom lifts and heavy machinery is approved in any and all areas needed to install the mural. If duradeck or plywood is needed for driving lifts, the client must provide and pay for those items.
4) This project will not have a public call to artists. All reviews will be off of portfolios before artists are contacted for scheduling. Site specific mockups and drawings will only happen once a final artist is selected and confirmed.
5) Per the request of the RFP, AGAR's disclosure of profit is 15%.

# Part 03
## References

## OUR PARTNERS

### JUSTIN BROOKHART

Executive Director of BLINK Cincinnati
Senior Vice President of Cultural Economy at the Cincinnati USA Regional Chamber

Justin orchestrates the nation's largest immersive art event spanning over 30+ city blocks across Cincinnati and Northern Kentucky. Under his leadership, BLINK showcases monumental murals, illuminated art installations, and projection mapping on historic architecture.
Justin brings a diverse background merging business expertise with a deep commitment to fostering the arts. Formerly based in Austin, TX, he served as Managing Director at Mondo, collaborating with top designers to build a global community around limited-edition collectibles. Transitioning to Renegade Craft as Chief Operating Officer, Justin supported artistic entrepreneurs through a nationwide tour promoting the creative economy.

**Contact Information:**
jbrookhart@cincinnatichamber.com

### NICK LINGENFELTER

Chief Development Officer, PLK Communities

Nick brings over 18 years of expertise in commercial real estate, partnering with PLK since 2014. Leading the development team, Nick champions projects that integrate placemaking and public art, emphasizing environmental sustainability and innovative design that fosters community engagement. His role spans the entire project lifecycle—from site selection and entitlements to design and resident experience—ensuring each development resonates emotionally with its community.

**Contact Information:**
nick@plkcommunities.com

### ADAM GELTER

Principal and Co-Founder at 3CDC

Adam Gelter, Principal and Co-Founder at 3CDC, has spearheaded transformative real estate developments in Cincinnati's urban core over 19 years. With a focus on public art and placemaking, he led projects totaling $2.5 billion, revitalizing 207 buildings and creating 17 acres of civic spaces. Notable achievements include overseeing the $143 million renovation of Music Hall and leading the $48 million expansion of Washington Park and $31.9 million restoration of Ziegler Park. Adam's expertise spans diverse projects such as corporate headquarters, hotels, affordable housing, and civic buildings, integrating new market tax credits and historic tax credits for financing. Starting as an intern at 3CDC in 2005, Adam rose to Executive Vice President of Real Estate, overseeing major projects like the $92 million Court & Walnut development and $750 million Convention Center District.

**Contact Information:**
agelter@3cdc.org

## Part 04
Other Relevant Information

The Ramble provides a connective art, cultural, and communal thread within the City of Fayetteville creating a journey of discovery and social connectivity. We believe the West Avenue Parking Garage has the opportunity to become a beacon along this Cultural Arts Corridor.

### Our Curatorial Approach Includes 4 Key Considerations:

**Context**

Balancing the urban fabric of the existing parking garage with its natural surround setting and it's position within the heart of the Cultural Arts Corridor.

**Curation**

Collaborating with artists who have a breadth of experience and expression, a sensitivity to context and community values, and a future forward mindset.

**Community**

Creating engagement via vision and implementation through a dynamic piece that serves as a social and cultural fabric, and a canvas for continued activation.

**Connectivity**

Fostering conversation, piquing curiosity and encouraging the community to explore, dialogue and share together.

# Part 04
## Other Relevant Information

## Experience Considerations

The West Avenue Parking Garage has the opportunity to expand it's canvas creating an engaging piece within the Cultural Arts Corridor. We believe various facets of design can be implemented to amplify the piece and bring aspects of day-parting in for a holistic experience.

And our research has uncovered average weekend foot traffic in areas with murals is 30% higher than average weekend foot traffic in other parts of the city.

## Perspective in Dimension

The facade has the opportunity **to leverage enhanced perspective and layered architectural dimension** to create visual interest. Enhanced lighting and projection mapping can be leveraged for rotational programming and unexpected moments of delights throughout the year(s).

-reference example: Astro

## Juxtaposition of Light

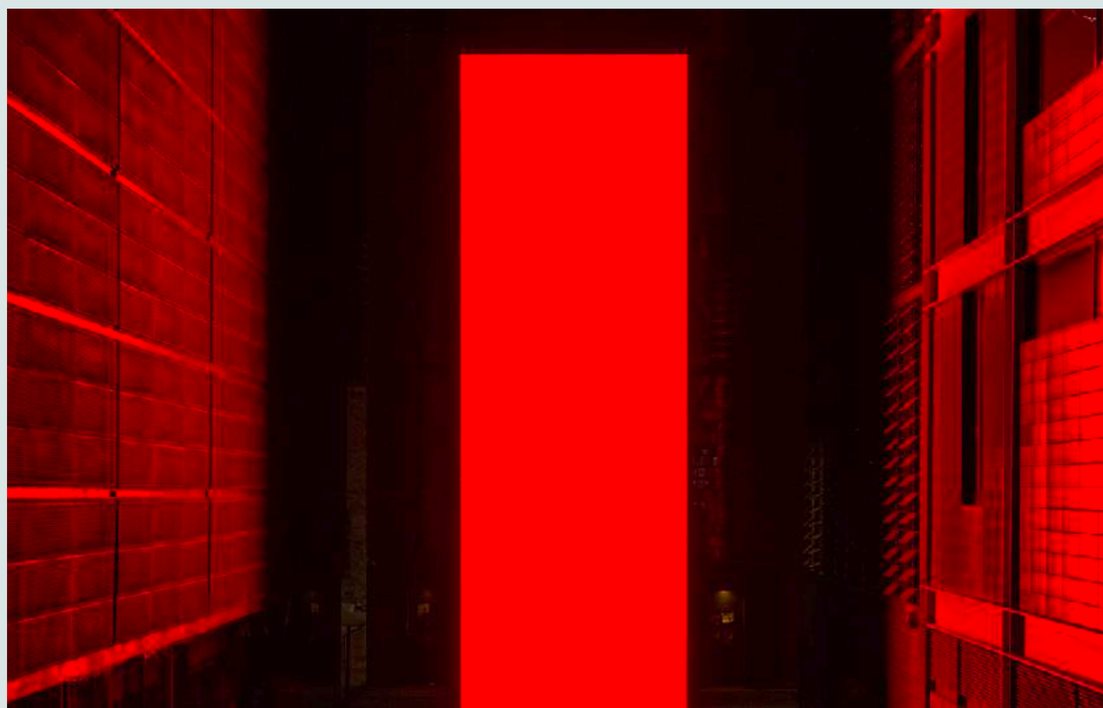
The facade has the opportunity for a more permanent integration **leveraging light as dimension** creating a striking juxtaposition of light and form.

-reference example: Ian Strange

## Impact in Color

The facade has the opportunity **to embrace color and light in a dramatic way**. The rectangular form of the parking garage offers a clean canvas opening the world of possibilities and programming that can evolve over a season, year, and beyond.

-reference example: Spy Studio



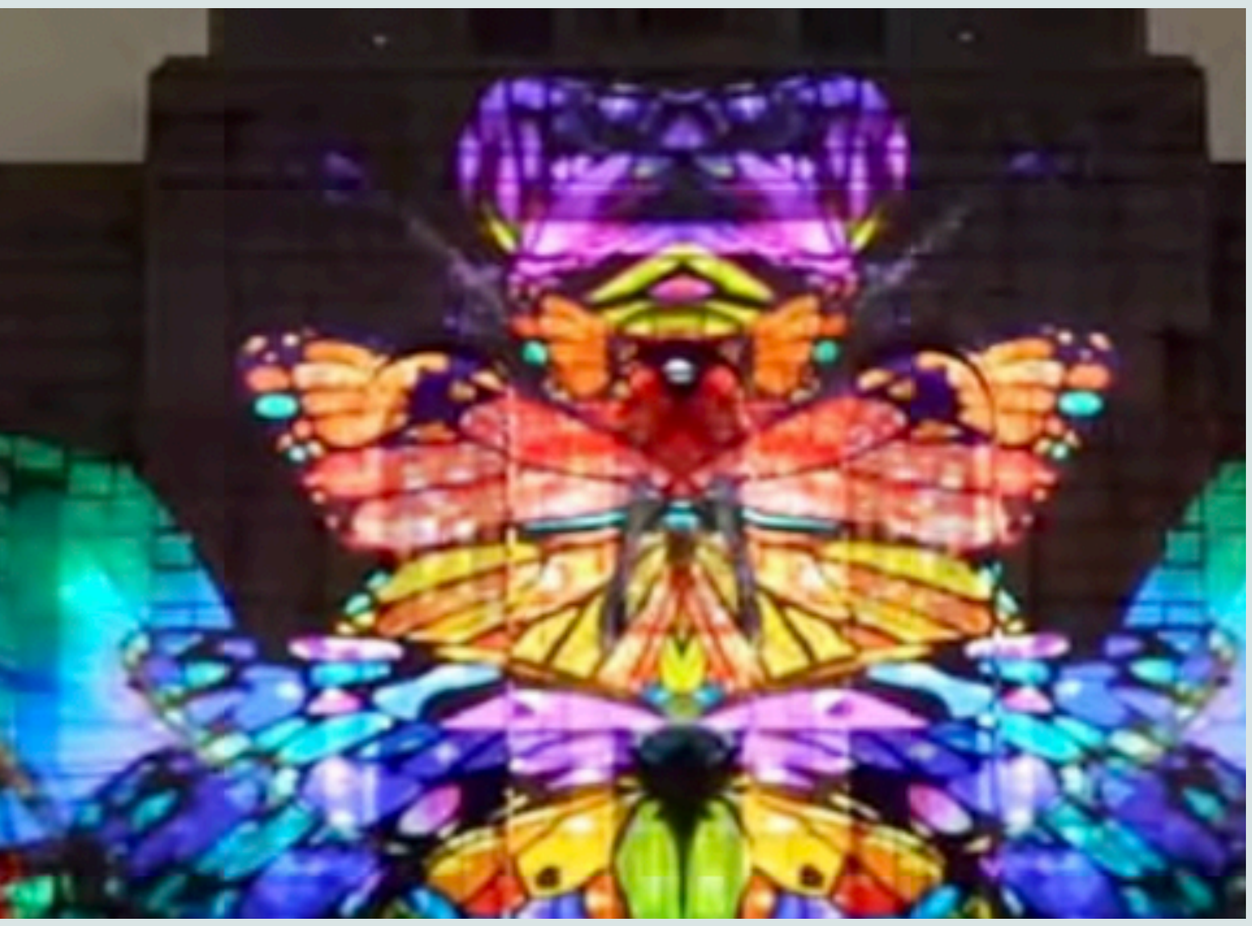
**Part 04**
Other Relevant Information

# Best in-class, must-attend events... move people.

More than a “one-time event”... we believe in creating a cycle of connectivity through programming. Creating a journey of discovery, connection, and conversation encouraging guests to **“Explore. Dialogue. and Share.”**

## The West Avenue Parking Garage has an opportunity to add additional programming, curating dynamic activations and/or potential projection mapping at relevant times of the year:

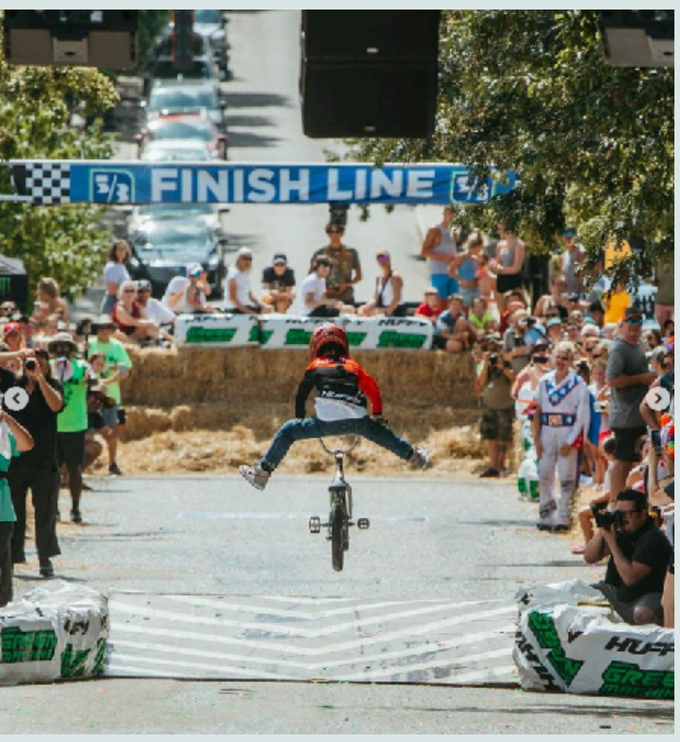
collegiate sporting celebrations, Lights of the Ozark, Artosphere, NWA pride, etc. Complimenting other Ramble programming and/or creating a new signature experience all on its own.

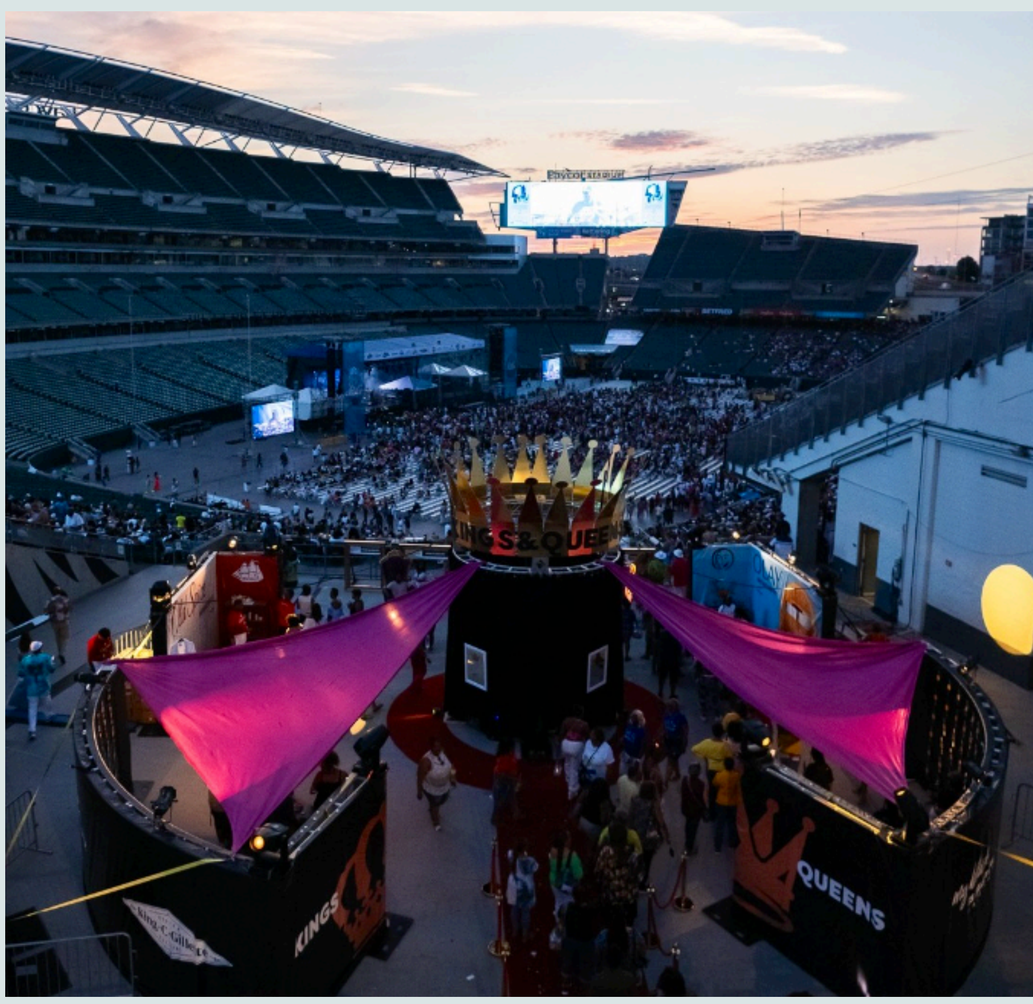


## Part 04
Other Relevant Information

# Curating experiences, programming events and fostering community is in our DNA.

We do this through the lens of our 15+ years experience in curating brand activations for Fortune 100 companies and communities alike. We offer full service programming strategy, design, production, activation, staffing, and PR.





# Part 05

Detailed Project timeline

## From vision and strategy through production and installation... Full service curation delivered.

At AGAR we take pride in “our concepts becoming reality”. Ensuring client visions are brought to life in a timely manner. We provide a critical path schedule for each of our projects with integrated milestones for key stakeholder reviews and approvals.

| PHASE | SCOPE/DELIVERABLES | TIMING |
|---|---|---|
| **Phase 1: Public Art & Experience Strategy** | | **9/15/2024-10/31/2024 (6 Weeks Total)** |
| | **Develop a Comprehensive Strategy** | **2 Weeks Total** |
| | • Kick Off Immersion Session | 1 week |
| | • Summary of Immersion Session & Project Strategy Approach | 1 week |
| | **Identify Potential Themes, Styles, Approaches** | **2 Weeks Total** |
| | • Concept Theme Development | 1 week |
| | • Curatorial Committee Review | 1 day |
| | • Refinement/Curatorial Committee Final Selection | 1 week |
| | **Provide Artist Considerations & Preliminary Budgeting** | **2 Weeks Total** |
| | • Artist Portfolio Development | 1 1/2 weeks |
| | • Curatorial Committee Review & Selection of Final Artist | 2 days |
| | • Preliminary Budgeting Development & Presentation | 1 week |
| **Phase 2: Design & Development** | | **11/01/2024-11/30/2024 (4 Weeks Total)** |
| | **Concept Development** | **4 Weeks Total** **In tandem with Budget Finalization* |
| | • 3 Concepts Developed | 2 weeks |
| | • Curatorial Committee Review and Selection of 1 | 2 days |
| | • Concept Refinement Rd #1 & Review | 1 week |
| | • Concept Refinement Rd #2 & Final Approval | 1 week |
| | **Programming Development & Presentation** | **2 Weeks Total** **In tandem with Concept Development* |
| | **Budget Finalization & Presentation** | **2 Weeks Total** **In tandem with Concept Development* |
| **Phase 3: Production & Installation** | **Art Installation & Management**<br>** Work may not begin until the end of the period depending on local weather.* | **12 Week Allotment 1/1/25 - 3/30/25** |
| | **Art Material Procurement and Shipping** | **2 weeks** |
| | **Equipment Procurement (Lifts, storage, portalet, etc)** | **2 weeks** |
| | **Wall Priming** | **3 days** |
| | **Mural Installation** | **approx 1 1/2 weeks** |
| | **Programming Ideas** | **2 Weeks** **in tandem with Art Installation* |
| | • Future Programming Roadmap Development & Presentation | 2 weeks |

**Contact/**

Robyn Novak
robyn@theagar.com
+513 708 5935

# We imagine and build spaces & places

Designing new worlds of wonder that deliver unforced fascination in social settings is our calling card.

More than a point-in-time event,

## Our placemaking approach is a strategic cycle of connectivity

This cycle builds a brand and cultivates community. Done right, it creates unparalleled connections, fosters growth and never stops delighting.

## And we welcome the opportunity to collaborate with the City of Fayetteville

To curate and program a memorable experience for today and tomorrow.

# thank you.

This document is strictly private, confidential and personal to its recipients and should not be copied, distributed or reproduced in whole or in part, nor passed to any third party. Reproduction of content within this document is subject to punitive fees. Intellectual property belong to AGAR solely.

# AGAR X City of Fayetteville

RFP 24-12, Placemaking Firm, Curator, or Artist Studio for Parking Deck Mural

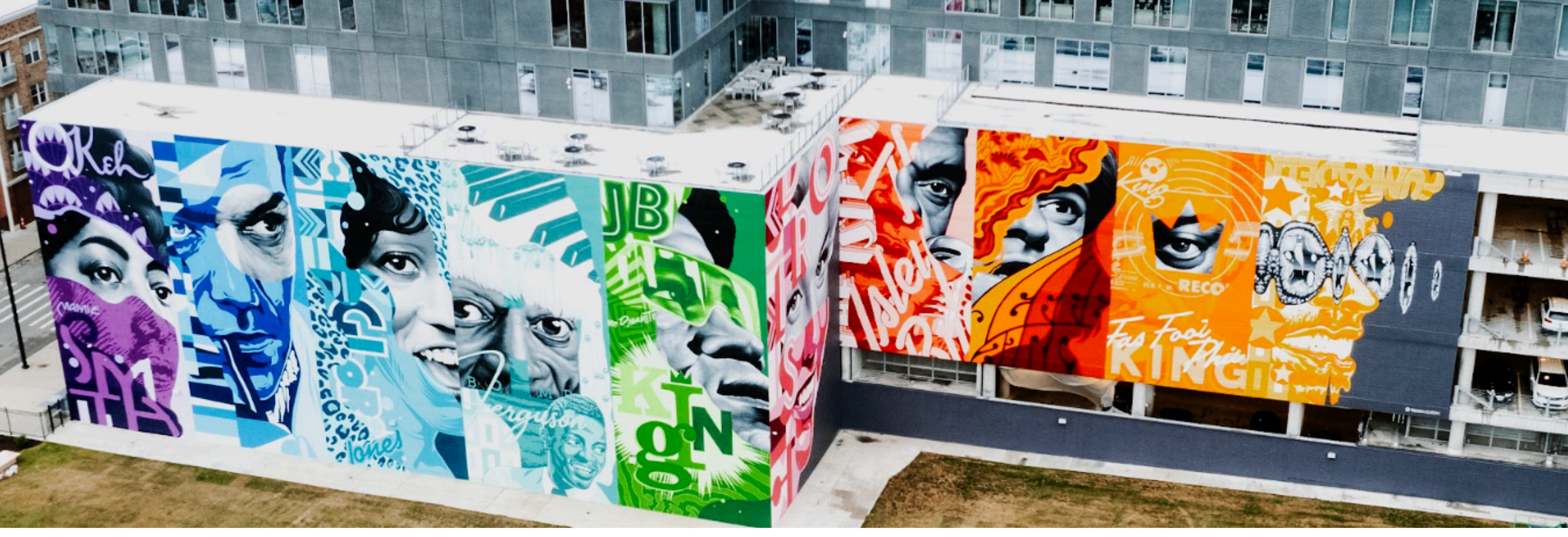
Executive Summary

Contact/
Robyn Novak
robyn@theagar.com
+513 708 5935

## Part 01
Introduction, Qualifications and Experience/Previous Public Art & Placemaking Projects

At AGAR, we believe in the power of public art to grow community, culture, and commerce. As an experiential marketing and placemaking agency, we leverage experiential design and communications, event production public art curation, and technology to reach audiences and grow culture for companies, brands, and the communities we serve. Our services allow us to curate today and program for tomorrow. Our Placemaking & Public Art offer is unique, offering full 360 services from strategy, curation, and design, to in-house production, project management, installations, programming and more. For over 15 years in Public Art, Placemaking & Programming experience we take pride in curating individual murals for communities, commissioning signature pieces, and building future cities by curating art on a global stage with award-winning events like Blink.

The founders of AGAR, Josh Heuser and Andrew Salzbrun, have personally commissioned, curated and produced over 60 murals in the Midwest and across North America.



## **Part 02** Strategy & Budget Proposal

The West Avenue Parking Garage Mural for the City of Fayetteville poses a unique opportunity transforming an ordinary parking garage structure into an extraordinary experience supportive of the site's overall context, The Ramble. With this in mind, our approach starts with the foundation: context and vision for the site and its surroundings (art, civic, cultural, and natural), curating a theme and design that exemplifies the core principles of The Ramble, and ultimately bringing the vision to life for the community to connect with. Our strategy, approach and respective fees are a reflection of this holistic vision and process. *For a breakdown of fees and schedule refer to full RFP response.

| PHASE | FEES | TIMING |
|---|---|---|
| **Phase 1: Public Art & Experience Strategy** | $10,050 | 6 Weeks |
| **Phase 2: Design & Development** | $8,100 | 4 Weeks |
| **Phase 3: Production and Installation** | $66,732 | 12 Weeks |
| Total Project Budget: | **$84,882** | **22 Weeks+/-** |

## **Part 03** References **Please refer to the full RFP submittal for bios.*

**JUSTIN BROOKHART,** *EXECUTIVE DIRECTOR OF BLINK*

**NICK LINGENFELTER,** *CHIEF DEVELOPMENT OFFICER ELK*

**ADAM GELTER,** *PRINCIPAL & CO-FOUNDER OF 3CDC*

## **Part 04** Other Relevant Information

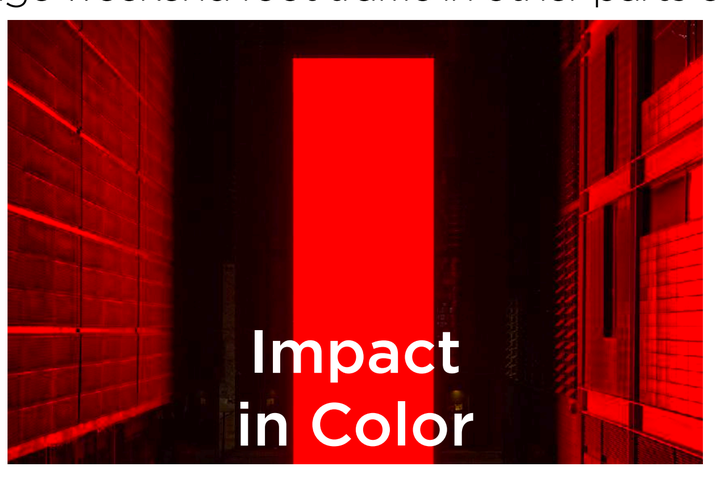
The Ramble provides a connective art, cultural, and communal thread within the City of Fayetteville creating a journey of discovery and social connectivity. We believe the West Avenue Parking Garage has the opportunity to become a beacon along this Cultural Arts Corridor.

**Our Curatorial Approach Includes 4 Key Considerations:**
**Context | Curation | Community | Connectivity**

# Experience Considerations

The West Avenue Parking Garage has the opportunity to expand it's canvas creating an engaging piece within the Cultural Arts Corridor. We believe various facets of design can be implemented to amplify the piece and bring aspects of day-parting in for a holistic experience.

And our research has uncovered average weekend foot traffic in areas with murals is 30% higher than average weekend foot traffic in other parts of a city.



## **Best in-class, must-attend events... move people.**

More than a "one-time event"... we believe in creating a cycle of connectivity through programming. Creating a journey of discovery, connection, and conversation encouraging guests to **"Explore. Dialogue. and Share."**

**The West Avenue Parking Garage has an opportunity to add additional programming, curating dynamic activations and/or potential projection mapping at relevant times of the year:** collegiate sporting celebrations, Lights of the Ozark, Artosphere, NWA pride, etc. Complimenting other Ramble programming and/or creating a new signature experience all on its own.

## **Part 05** Detailed Project Timeline

**Please refer to the full RFP submittal for a detailed project timeline. Our response follows the proposed timeline provided by The City of Fayetteville,.*

AGAR | 1205 Walnut Street, Cincinnati, OH 45202
513-549-4576 | www.theagar.com

**As requested, please find references whom AGAR has partnered with on Public Art, Placemaking and Programming initiatives.**

**Justin Brookhart**
*Executive Director of BLINK Cincinnati*
*Senior Vice President of Cultural Economy at the Cincinnati USA Regional Chamber*
*jbrookhart@cincinnatichamber.com*

Justin orchestrates the nation's largest immersive art event spanning over 30+ city blocks across Cincinnati and Northern Kentucky. Under his leadership, BLINK showcases monumental murals, illuminated art installations, and projection mapping on historic architecture.

Justin brings a diverse background merging business expertise with a deep commitment to fostering the arts. Formerly based in Austin, TX, he served as Managing Director at Mondo, collaborating with top designers to build a global community around limited-edition collectibles. Transitioning to Renegade Craft as Chief Operating Officer, Justin supported artistic entrepreneurs through a nationwide tour promoting the creative economy.

Educated at the University of New Orleans with a Bachelor of Arts in Film Arts and holding a Master of Public Affairs from the LBJ School of Public Affairs at the University of Texas at Austin, Justin is dedicated to leveraging his skills to amplify cultural impact and community engagement through transformative art experiences.

AGAR has partnered closely with Justin on all aspects of BLINK including the development strategies, master planning, curation, artist management and production.

**Nick Lingenfelter**
*Chief Development Officer, PLK Communities*
*nick@plkcommunities.com*

Nick brings over 18 years of expertise in commercial real estate, partnering with PLK since 2014. Leading the development team, Nick champions projects that integrate placemaking and public art, emphasizing environmental sustainability and innovative design that fosters community engagement. His role spans the entire project lifecycle—from site selection and entitlements to design and resident experience—ensuring each development resonates emotionally with its community.

Nick's extensive background includes navigating tax credit financing, TIFs, bonds, brownfield redevelopments, and historic renovations, alongside ground-up construction. Prior to PLK, he

held a prominent role in commercial real estate banking in Chicago and Cincinnati for 13 years. A graduate of The Ohio State University, Nick is dedicated to his family—his wife Jessica and their two children, Eli and Zoe.

AGAR has partnered with Nick on the development of Factory 52 in Norwood, Ohio including developing the master public art strategy, design, curation, artist management, production and installation. AGAR also developed the property's programming strategy, and activation plan, including the cadence, design, P&L oversight, production, activation, staffing, PR, Social Media and Communications for the property's signature events.

**Adam Gelter**
*Principal and Co-Founder at 3CDC*
*agelter@3cdc.org*

Adam Gelter, Principal and Co-Founder at 3CDC, has spearheaded transformative real estate developments in Cincinnati's urban core over 19 years. With a focus on public art and placemaking, he led projects totaling $2.5 billion, revitalizing 207 buildings and creating 17 acres of civic spaces. Notable achievements include overseeing the $143 million renovation of Music Hall and leading the $48 million expansion of Washington Park and $31.9 million restoration of Ziegler Park. Adam's expertise spans diverse projects such as corporate headquarters, hotels, affordable housing, and civic buildings, integrating new market tax credits and historic tax credits for financing.

Starting as an intern at 3CDC in 2005, Adam rose to Executive Vice President of Real Estate, overseeing major projects like the $92 million Court & Walnut development and $750 million Convention Center District. He holds degrees from Vanderbilt University and the University of Cincinnati and serves on the boards of VisitCincy and Shelterhouse. Adam also co-founded Generocity513 and RepresentCincy to foster community diversity and engagement in Over-the-Rhine. As an adjunct professor at the University of Cincinnati, he contributes to shaping future urban planners and developers.

AGAR has partnered with Adam on multiple Public Art, Placemaking and Programming initiatives across the City of Cincinnati.

AGAR | 1205 Walnut Street, Cincinnati, OH 45202
513-549-4576 | www.theagar.com

**As requested, please find AGAR bios and an overview of AGAR. The bios reflect the AGAR team who will be leading and executing this initiative for the City of Fayetteville.**

**About AGAR**
At AGAR, we believe in the power of public art to grow community, culture, and commerce. As an experiential company, we are founded on the premise that as the world grows more and more digital the value of a human connection and experience inherently increases. AGAR leverages experiential design and communications, event production and technology to reach audiences and grow culture for companies, brands, and the communities we serve.

We bring a unique lens to the world of placemaking and programming. We believe developers and place-makers should work hand-in-hand from the early stages to imagine future realities for residents and guests. We imagine and build spaces, places, and experiences: we design new worlds of wonder that deliver unforced fasciation in social settings-this is our calling card. More than a point-in-time event, our approach is a strategic cycle of connectivity that builds a brand and cultivates community. And done right, it creates unparalleled connections, fosters growth, and never stops delighting audiences.

AGAR creates real connections for civic and community partners like The City of Cincinnati, The Port Authority of Cincinnati, 3CDC, The University of Cincinnati, Cincinnati Children's Hospital, Northern Kentucky University, Cincinnati Parks, Cincinnati USA Regional Chamber, PLK Communities, United Way of Greater Cincinnati, FC Cincinnati, MegaCorp, among others. AGAR also activates award-winning engagements for Fortune 500 brand partners including Procter & Gamble, Kroger, All Nippon Airways, Lexus, smartwater, Kenvue, DSW, Sazerac and more. (Please refer to our full RFP response for a list of some of artist collaborations as part of our Public Art work.)

**Andrew Salzbrun**
*Partner and Managing Director, AGAR*

As the Executive Creative Director for AGAR, Andrew provides the strategic vision for the company and its partners, leveraging a rich expertise in placemaking experience mapping and strategy. With a portfolio spanning over a decade, Andrew's work focuses on lasting positive impact. And as co-founder and executive creative director of the award-winning festival, BLINK, the nation's largest immersive art festival. Andrew understands first-hand how placemaking and artist creation can create that positive impact and build long-term, meaningful culture in a community. The success of the 2022 BLINK festival provided incredible positive fiscal impact to the region and featured 71 hand-picked artists from all over the world. With a deep resume of community-anchoring venues throughout the Midwest, Andrew values the importance of a first impression and the people behind it.

**Role for Fayetteville**:

- Artist Curation & Management, Executive Creative Direction (Concept Development & Design), Experiential Programming Development

**Public Art, Placemaking, & Programming Experience**:

- BLINK – Co-Founder and Executive Creative Director
- Factory 52 Development - Public Art Strategy and project direction
- Cincinnati USA Regional Chamber – Regional public art consultant
- The PORT Authority – Developed and led Camp Washington Community Engagement
- 3CDC – Public art curation and park development
- Kroger – In-store Curation & Mural Production
- Procter & Gamble – Brand Strategy and Public Art Curation

**Noah Beiting**

*Director of Operations*

As Director of Operations, Noah facilitates public art by seamlessly blending his creative passion with operational expertise. He doesn't just manage operations; he acts as a liaison, translating between the creative mind of the artist and the realities of the project. During BLINK, the nation's largest immersive art festival, Noah works with 30+ international muralists, fostering strong relationships, effectively communicating project specifications and ensuring their artistic vision thrives. This includes coordination with building owners, brick masons, art material distributors, shippers, storage facilities, local utility providers, the City of Cincinnati, and more. Along with artist relations, Noah acts as a site scout, assisting with the curatorial process and placement of certain artists and their works through the city. His resourceful nature extends to acquiring essential equipment, ensuring everything is in place for artistic creation to flourish.

**Role for Fayetteville**:

- Pre-Production Coordination (Artist, Site, Client, Vendor), Budgeting, Material, Mural, Programming & Logistics Procurement

**Public Art, Placemaking, & Programming Experience:**

- BLINK
- PLK Communities/F52 Public Art
- 3CDC
- UCAA
- PromoWest
- Gee Horton Studios + Weston Art Gallery
- Paloozanoire + Cincinnati Art Museum
- The City of Cincinnati
- Unexpected Fort Smith - HOXXOH Pop-Up Studio
- Miami - Wynwood Neighborhood

**Claire Kolberg**
*On-Site Project Manager*

*Claire Kolberg brings over 15 years of experience in executive administration, operations, and event and production management. Most notably, she was the Director of the award-winning The Unexpected from 2015 – 2023 bringing over 45 pieces of artwork to downtown Fort Smith. As a member of the 64.6 Downtown/ Main Street Fort Smith team, she is responsible for programming, marketing, and social media/ website management. In addition to her creative duties, Kolberg provides executive level administrative support to a busy and in demand CEO, philanthropist, and community agitator. Projects span from travel and calendar management to personal and professional life management, charitable giving management and more.*

*Claire is a member of the Walton Arts Center Board of Directors, and a member of the P.E.A.R.L. Ben Roberds Scholarship committee. She lives in Fayetteville with her family.*

**Role for Fayetteville**:
- On-Site Project Management & Logistics, Artist & Vendor Coordination, Client Account Services

**Public Art, Placemaking, & Programming Experience:**
- The Unexpected
- Peacemaker Festival-Unexpected pop-up art installation
- ARkanvas in partnership with OZ Art
- Mussorgsky's Pictures at an Exhibition in partnership with UA-Fort Smith and Fort Smith Symphony
- Garrison Commons Pocket Park, Fort Smith
- Gateway Park, Fort Smith
- Co-Author Community Development Institute Handbook, Quality of Place Chapter (2020)

**Josh Heuser**
*Founder*
As Founder of AGAR, Josh not only sets the overall vision for the brand, but is a strategic leader, developing innovative business strategies to drive growth. As owner and operator of various restaurant and hospitality venues, he maintains a unique experiential and placemaking perspective, creating experiences while garnering valuable insights that enable him to deliver a cutting-edge guest experience. An entrepreneur always looking to evolve, Josh and AGAR have helped change the face of Cincinnati, one endeavor and project at a time, including BLINK, the nation's largest immersive art festival. Josh's multifaceted approach encompasses financial acumen, strategic vision, and a dedication to the development of the greater community to which he calls home. He has personally commissioned, curated and produced over 30+ murals in the Midwest and across North America.

**Role for Fayetteville**:
- Executive Sponsor

**Public Art, Placemaking, & Programming Experience**:
- BLINK

- The City of Cincinnati
- 3CDC
- Cincinnati USA Regional Chamber
- Kroger
- Procter & Gamble
- The PORT Camp Washington Engagement
- Newport on the Levee

CITY OF FAYETTEVILLE ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

**RFP (REQUEST FOR PROPOSAL)**

# Request for Proposal: RFP 24-12, Placemaking Firm, Curator, or Artist Studio for Parking Deck Mural

DEADLINE: Wednesday, July 24, 2024 before 2:00 PM, local time
SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 06/30/2024

## REQUEST FOR PROPOSAL
## RFP 24-12, Placemaking Firm, Curator, or Artist Studio for Parking Deck Mural

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

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

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

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

**City of Fayetteville, AR**
**Request for Proposal**
**RFP 24-12, Placemaking Firm, Curator,**
**or Artist Studio for Parking Deck Mural**

The City of Fayetteville, Arkansas, seeks proposals from qualified firms for a Placemaking Firm, Curator, or Artist Studio for Parking Deck Art Installation. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Wednesday, July 24, 2024 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. A one hundred percent (100%) performance bond and separate payment bond is required with the contract awarded. Proposers shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
*TDD (Telecommunications Device for the Deaf): (479) 521-1316*
Date of advertisement: 06/30/2024
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $182.12

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:
   Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

   a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

   c. The complete fee and cost to the City for all services outlined in this RFP.

   d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five-page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

      i. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

         1. Option 1 –Electronic Submittal (***strongly encouraged***): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

         2. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to

City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

## 2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

## 3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

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

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

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

## 5. EVALUATION CRITERIA:

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

## 6. COSTS INCURRED BY PROPOSERS:

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

## 7. ORAL PRESENTATION:

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

## 8. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.

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

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

18. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED. Insurance shall remain valid, when applicable, throughout project completion.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or

penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

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

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

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from

contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

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

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

27. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville**

Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

## 1. INTRODUCTION:

The West Avenue Parking Garage project aims to transform the parking structure into a dynamic public art space that enhances the aesthetic appeal, promotes community engagement, and boosts local tourism and economy. The budget for this project is $85,000. The awarded Proposer will be responsible for managing the entire project, from concept development to artist engagement, to installation within the allocated budget of $85,000. The City of Fayetteville seeks a placemaking firm, curator, or large artist studio to manage the art selection and installation for the project.

## 2. BACKGROUND:

This project marks the first major public art commission for the Cultural Arts Corridor, also known as The Ramble. The Ramble is a dynamic new 50-acre outdoor public space designed to revitalize Fayetteville's downtown area and create a destination for residents and visitors alike. The corridor links the City's key cultural institutions, including the Walton Arts Center, TheatreSquared, Nadine Baum Studios, Fayetteville Public Library, and the University of Arkansas' Art and Design District. By showcasing and celebrating arts culture, The Ramble aims to enhance civic space and serve as a catalyst for additional development and density in the downtown area. This includes increasing bike trails and connections, improving streets and walkability, and fostering community engagement.

Per the brand identity development work: "The Ramble is characterized as: a full embrace of the journey…not in a hurry to get from point A to point B, but rather, open to possibility…the concept falls nicely in sync with the cadence of a walk or a bike ride, spontaneous conversation, outdoor installations, and gathering spaces". Additionally, The Ramble is a nod to Arkansas-born musician and actor Levon Helm. A former member of The Band, Helm hosted Midnight Ramble sessions in a barn on his property in Woodstock, New York, until his death in 2012.

Within The Ramble, areas north of Center Street will be referenced as "Upper Ramble" and areas south of Center Street will be referenced as "Lower Ramble." The design for the Upper Ramble consists of a gathering and event lawn, public plaza, garden spaces and a civic promenade, midway between the downtown square and the University campus, and adjacent to the Razorback Regional Greenway, ensuring that this project will contribute to creating a dynamic and experiential place. This public art commission for the southern facing façade of the West Avenue Parking Garage is a key component of The Upper Ramble's viewshed, reflecting Fayetteville's commitment to integrating art into city life and enhancing the cultural vibrancy of the downtown area.

## 3. SCOPE OF WORK AND DELIVERABLES:

a. **Scope of Work:** The West Avenue Parking Garage project involves the creation of a dynamic public art installation on a prominent wall of the parking garage. This wall is approximately 50 feet wide by 100 feet tall. The project aims to transform this large surface into a visually engaging and community-centric artwork that will enhance the aesthetic appeal of the garage, foster community engagement, and contribute to the revitalization of Fayetteville's downtown area. The awarded Proposer will be responsible for managing the entire project, from concept development to artist engagement, to

installation within the allocated budget of $85,000. This budget encompasses various components essential for the successful execution of the project, including but not limited to:

i. **Artist Fees:** The respondent will need to budget for artist fees, covering travel, lodging, concept development, design work, and any assistants or additional personnel required for the project.

ii. **Concept Development and Design:** The respondent will need to allocate a portion of the budget to the development and design of the public art installation. This includes costs associated with initial concept creation, design revisions, and final design approval.

iii. **Materials and Installation:** The respondent will be responsible for procuring all necessary materials, including raw materials, paint, sprayers, brushes, rollers, and all other supplies. Additionally, costs related to equipment rental, such as lifts and boom equipment, must be covered. The respondent will also handle wall priming and any preparatory work required for the installation.

iv. **Travel and On-Site Management:** The budget must account for travel expenses and on-site management by the respondent's staff. This includes overseeing the installation process, conducting site visits, and ensuring the project progresses according to plan.

All Proposals must include a detailed cost breakdown for each component including estimated personnel, exclusions, and all labor costs, expenses, overhead, and profit.

b. Key Deliverables:

i. Phase 1 – Public Art & Experience Strategy:

1. Develop a comprehensive strategy
2. Identify potential themes, styles, and approaches for the art installation
3. Provide artist considerations and preliminary budgeting

ii. Phase 2 – Design & Development:

1. Concept Development: Create multiple conceptual designs for review and selection by the Fayetteville Arts Council
2. Programming Development: Share ideas for potential interactive elements, lighting, or activation enhancements to implement immediately or later (pending additional budget availability)
3. Budget Finalization: Finalize the budget based on the selected concept

iii. Phase 3 – Production & Installation:

1. Art Installation & Management: Oversee the installation of the chosen art concept
2. Programming Ideas: Develop a roadmap for ongoing programming and engagement activities

## 4. QUALIFICATIONS:

a. Demonstrated experience in managing similar public art and placemaking projects

b. Strong portfolio showcasing past projects with a focus on community engagement and public art

c. Ability to collaborate with local artists, stakeholders, and the community

d. Capacity to manage the project within the allocated budget and timeline

e. Compliance with all local, state, and federal regulations and requirements, including a 100% Performance Bond and Payment Bond (bonds must be separate). Bonds are not required until Contract has been awarded by Fayetteville City Council.

## 5. TENTATIVE PROJECT TIMELINE:

RFP Issuance: 6/30/2024
Proposal Submission Deadline: 07/24/2024
Selection of Contractor: 08/07/2024
Concept Development Phase: 09/15/2024 to 10/31/2024
Design Finalization: 11/30/2024
Art Installation: 01/02/2025 to 03/30/2025

## 6. PROPOSAL FORMAT:

The proposal shall contain all sections listed herein and shall respond fully to all requirements of the RFP. Statement should be no more than twenty-five (25) pages; single sided, standard readable, print on standard 8.5 X 11 pages. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion:

a. Part I –Introduction, Qualifications and Experience/Previous Public Art and Placemaking Projects:

Provide samples of previous projects created by the curator or firm. Include any relevant promotional literature. List examples of public art installations, placemaking projects, or similar initiatives that the team has completed in the last five years, clearly indicating the respondent's role in each example. If work is being presented that was done by personnel working for another firm at the time of the work, this must be clearly indicated. Include current client contact information for project examples. Clearly provide information on the team members who will be primarily responsible for facilitating the project, listing their relevant experience and examples of similar projects. Refer to the information provided under "Scope of Services to be Provided."

b. Part II – Strategy and Budget Proposal:

Speak broadly to potential approaches and strategy for the public art installation. Outline all costs associated with the project, including consultant fees, travel expenses, and any other applicable expenses. The total budget for the project is $85,000.

c. Part III – References:

Provide three (3) references from past clients who can speak to the firm's capability to execute this work.

d. Part IV – Other Relevant Information:

Provide other relevant information indicating the applicant's abilities to successfully complete the public art project for the West Avenue Parking Garage.

e. Part V – Detailed Project Timeline:

Include specific deliverables for each phase of the project. The plan will ideally be completed in Quarter 1 of 2025.

## 7. PRICE PROPOSAL:

Proposers shall provide an all-inclusive fee price proposal. Include a detailed cost breakdown including estimated personnel, exclusions, and all labor costs, expenses, overhead, and profit. Provide a payment schedule based on project milestones/deliverables. These deliverables will be confirmed during contract negotiations with the chosen consultant.

## 8. CONTRACT FORMATION:

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

## 9. SELECTION CRITERIA:

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

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

2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

5) 15% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. ADDITIONAL DOCUMENTS AND INFORMATION: The following documents are included with this solicitation as additional information:

   a. Appendix A: Blueprints and Photos of South facing garage facade

   b. Appendix B: Ramble Brand Identity and Style Guide

CONTINUES ON NEXT PAGE

## 1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_X_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

d. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

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

## 2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: AGAR, LLC

Primary Contact: Robyn Novak Title of Primary Contact: Executive Director of Development

Phone#1 (cell preferred): (513) 708-5935 Phone#2: (513) 549-4576

E-Mail Address: robyn@theagar.com

## 3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

| ADDENDUM NO. | SIGNATURE AND PRINTED NAME | DATE ACKNOWLEDGED |
|---|---|---|
| 1 | Robyn Novak | 7/22/2024 |
| | | |
| | | |
| | | |
| | | |

## 4. 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.

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: AGAR, LLC

PHYSICAL ADDRESS: 1205 Walnut Street, Cincinnati OH 45202

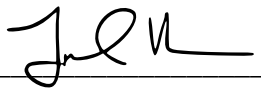
MAILING ADDRESS: 1205 Walnut Street, Cincinnati OH 45202

TAX ID #: 80-0300732 AR. SECRETARY OF STATE FILING #: N/A

PHONE: (513) 549-4576 FAX: N/A

E-MAIL: josh@theagar.com

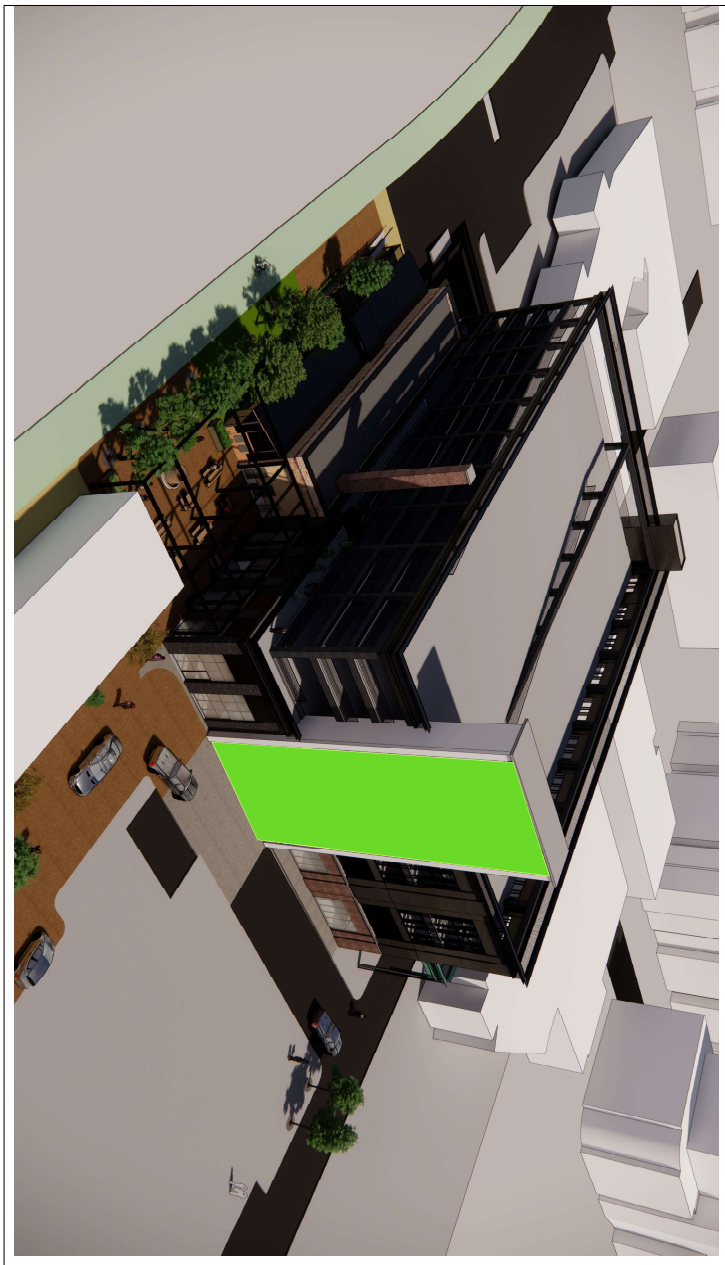
By submitting your response, you certify that you are authorized to represent and bind your company :

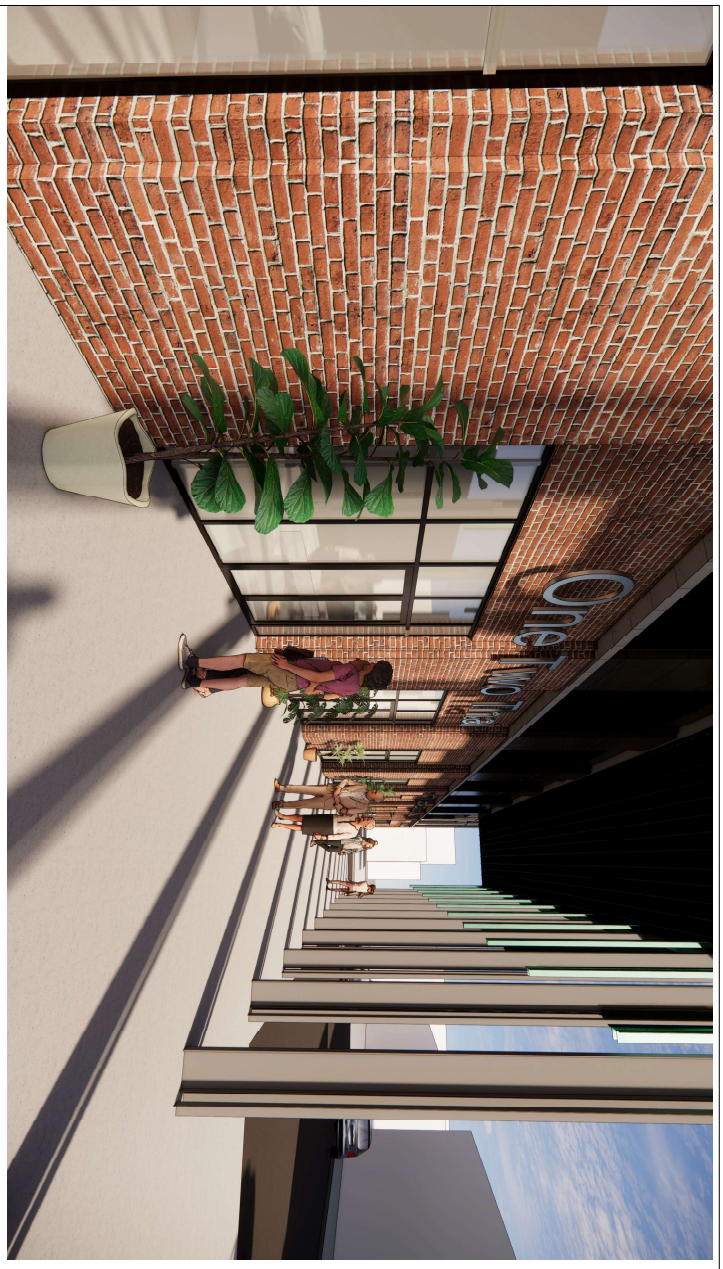
SIGNATURE: 

PRINTED NAME: Josh Heuser

TITLE: Founder DATE: 7/12/24

# END OF RFP DOCUMENT





SHEET
A6.00

3D VIEWS

DOWNTOWN PARKING DECK, CITY OF FAYETTEVILLE

2020

| REV. NO. | DATE | REVISION DESCRIPTION |
|---|---|---|

REVISIONS

DESIGN DEVELOPMENT REVIEW SET
10-05-2020
NOT FOR CONSTRUCTION

WALKER CONSULTANTS 55 YEARS
MBL ARCHITECTURE
olsson
302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404
www.olsson.com

SHEET
A6.01

3D VIEWS

DOWNTOWN PARKING DECK, CITY OF FAYETTEVILLE

2020

| REV. NO. | DATE | REVISION DESCRIPTION |
|---|---|---|

REVISIONS

DESIGN DEVELOPMENT REVIEW SET
10-05-2020
NOT FOR CONSTRUCTION

WALKER CONSULTANTS 55 YEARS
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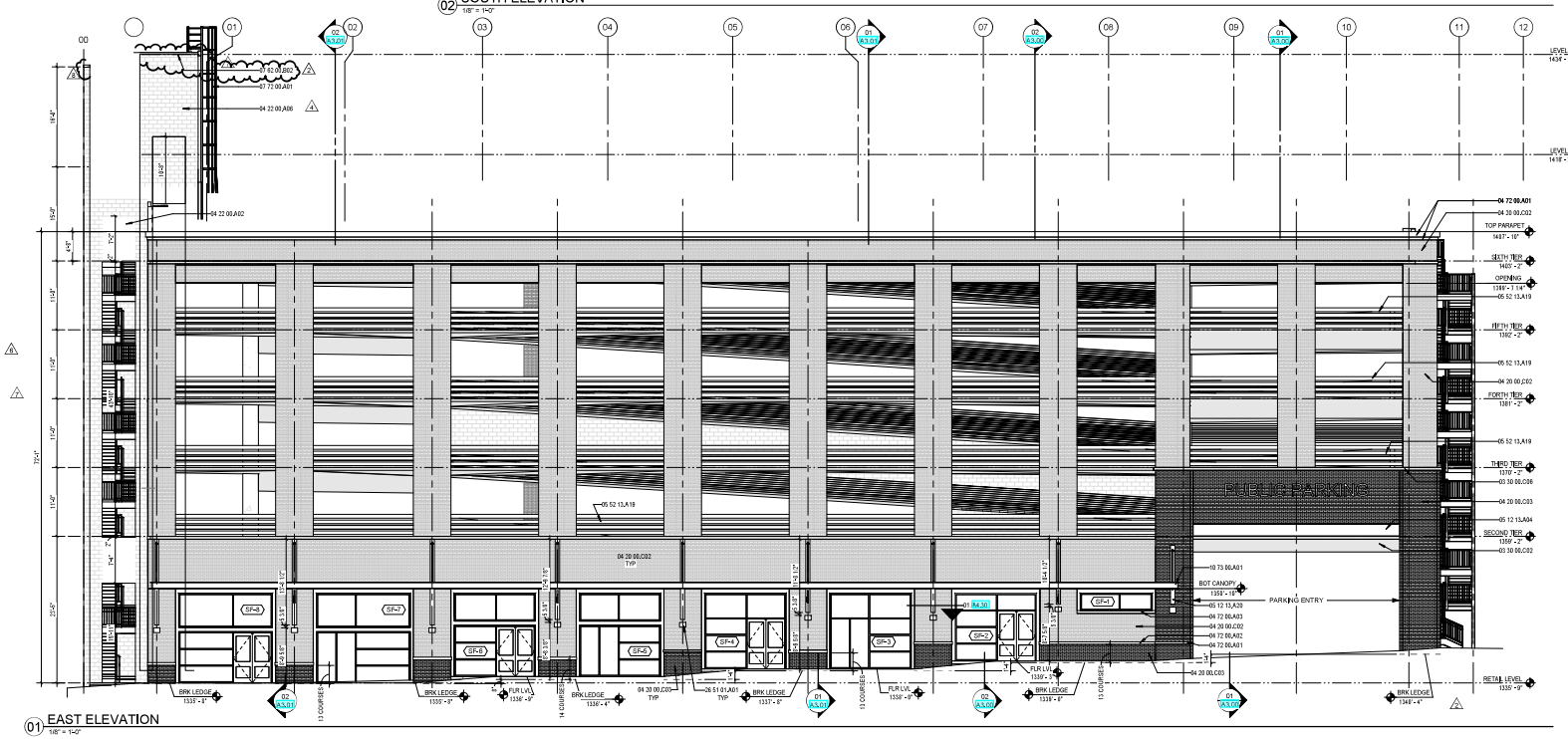
302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404
www.olsson.com

02 SOUTH ELEVATION
1/8" = 1'-0"




01 EAST ELEVATION
1/8" = 1'-0"

## KEYNOTE LEGEND

| | |
|---|---|
| 03 30 00.C02 | CAST-IN-PLACE CONCRETE PARKING STRUCTURE BEAM (SEE STRUCTURAL) |
| 03 30 00.C06 | CAST-IN-PLACE CONCRETE DECK EXTENSION (SEE STRUCTURAL) |
| 04 20 00.C02 | BRICK VENEER TYPE 1 |
| 04 20 00.C03 | BRICK VENEER TYPE 2 |
| 04 22 00.A02 | PAINTED 4" CONCRETE MASONRY UNIT (SEE STRUCTURAL) |
| 04 22 00.A06 | PAINTED CONCRETE MASONRY UNIT (SEE STRUCTURAL) |
| 04 72 00.A01 | ARCHITECTURAL CAST STONE COPING |
| 04 72 00.A02 | ARCHITECTURAL CAST STONE WAINSCOT |
| 04 72 00.A03 | ARCHITECTURAL CAST STONE WINDOW SILL |
| 05 12 13.A01 | BENT STEEL PLATE. (SEE STRUCTURAL) |
| 05 12 13.A04 | GALVANIZED WIDE FLANGE STEEL BEAM. (SEE STRUCTURAL) |
| 05 12 13.A20 | PAINTED MC STEEL CHANNEL TO SUPPORT CANOPY (SEE STRUCTURAL) |
| 05 52 13.A19 | GALVANIZED AND PAINTED 7" x 1/4" STEEL SLAT |
| 07 62 00.B02 | CONT PREFINISHED 20 GA SHEET METAL COPING |
| 07 72 00.A01 | ROOF ACCESS LADDER |
| 10 73 00.A01 | PREENGINEERED ALUMINUM CANOPY |
| 26 51 01.A01 | WALL MOUNTED EXTERIOR BUILDING LIGHT. (SEE LIGHTING) |
| 31 31 13.A01 | 12' TALL CHAIN LINK FENCE |


WALKER CONSULTANTS
2525 Bay Area Blvd
Suite 400
Houston, TX 77058
281.280.0088 Ph.

olsson
302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404
www.olsson.com

MBL ARCHITECTURE


| NO. | DATE | REVISION DESCRIPTION |
|---|---|---|
| 1 | 07/12/2021 | DEVELOPMENT |
| 2 | 09/29/2021 | DEVELOPMENT |
| 3 | 11/11/2022 | ASI #5 |
| 4 | 04/11/2023 | ASI #7 |

REVISIONS

EXTERIOR ELEVATIONS
DOWNTOWN PARKING DECK
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
2021

| | |
|---|---|
| drawn by: | Author |
| checked by: | Checker |
| approved by: | Approver |
| QA/QC by: | |
| project no.: | 200011 |
| drawing no.: | |
| date: | 04/03/2023 |

SHEET
A2.00


TYLER BOWEN LACK ARCHITECT
REGISTERED ARCHITECT
ARKANSAS



IM: 360://Olsson_Projects (F) (200_Revit)/200011 Dickson and West Parking.rvt
4/11/2023 11:00:18 AM

CASE
580
CASE
3058
CARDBOARD
ONLY
CARTON
SOLAMENTE
FAYETTEVILLE
RECYCLING &
TRASH
COLLECTIONS
479-575-8397

N West Ave

24 HOUR
PAID
PARKING
HOUSES
LEASING
479-521-9155

# THE RAMBLE

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Positioning ---------- 3
Values ---------- 5
Zones ---------- 8
Application ---------- 11

# POSITIONING

Settled between pockets of restored wilderness and Fayetteville's beloved downtown arts and entertainment district, The Ramble illuminates the evolving role of public space in our community. By embracing the journey, it serves as an urban through line and gathering space, a canvas for activating public art and programming, and a connection to natural woodlands and waterways in the heart of downtown.

# BRAND STATEMENT

The Ramble is a celebration of the journey—connecting people with people, people with nature, and people with art.

We believe that nature has a profound role to play in individual and social well-being—that fresh air and green space are vital to a thriving community. We are dedicated to stewarding the urban forest for generations to come, providing open access to nature in the heart of downtown.

# ECOLOGY

- Ecological aspects of the project include stormwater treatment, stream restoration, invasive plant removal, ecosystem repair and native plantings.
- The project will seek SITEs certification, a sustainability rating system for landscape projects that is similar to LEED for buildings. This project will be the first SITEs accredited project in Arkansas.
- Reclamation of Tanglewood Branch will restore stream health and will invite interaction with the creek.
- A new bridge and trail connection will cross Tanglewood Branch connecting Gregg Ave to the Razorback Greenway and the Library.

# COMMUNITY

We believe that urban space is vital to strengthening the social fabric and health of our community. The Ramble is a canvas for what is possible, paving the path for an engaged and active downtown full of accessible, walkable and cyclable events, casual gatherings, art installations, field trips, outdoor performances and more.

- Lighting, wide sidewalks and parking to improve walkability.
- Small and large spaces will be suitable to host intimate gatherings and larger community events.
- An improved connection from downtown to the Mill District.

# CULTURE

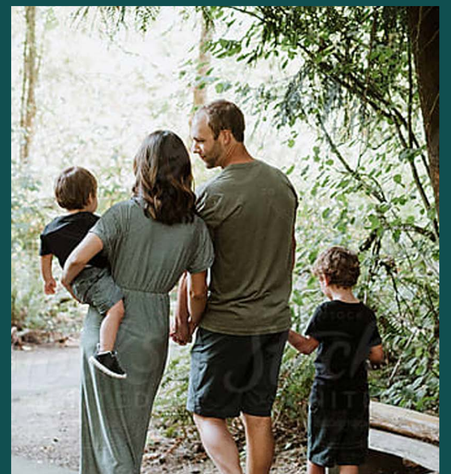
We believe in our community. We believe in learning from each other, and celebrating our differences. The Ramble conveys energy, movement and interconnectedness—a shared space, open for all, to amplify the vibrancy of our creative ecosystem.

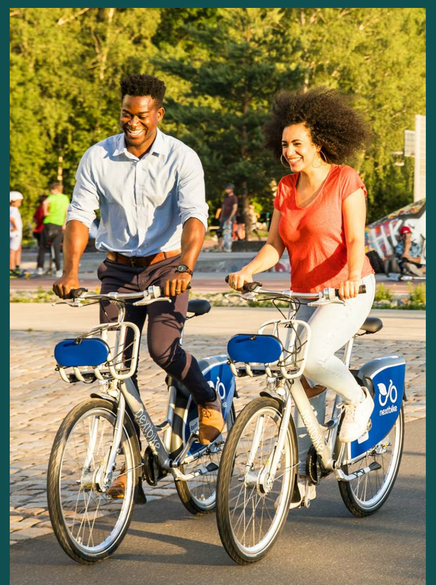
- It is a celebration of design, visual and performing arts with woodland and trailside art installations, murals and nature exhibit opportunities. It is a space to play, storytelling and engaging curiosity.
- Festivals and performances of all shapes and sizes will be able to utilize the variety of performance and gathering spaces.
- The project will not only include public art but it also connects existing art institutions such as WAC, T2 and Nadine Baum Studios on the north end with the expanding Fayetteville Public Library and the University of Arkansas' Art & Design District on the south end.

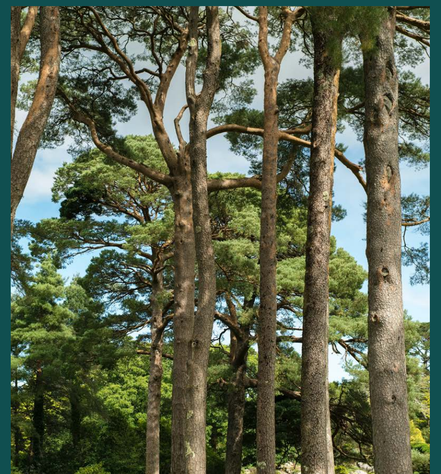
# ZONES

The primary zones making up The Ramble are Tanglewood Park, Fay Jones Woods, Razorback Greenway and West Avenue Streetscapes.

Within The Ramble, areas north of Center Street will be referenced as “Upper Ramble” and areas south of Center Street will be referenced as “Lower Ramble.” Corresponding on-site wayfinding signage will be added to help guide the public through the space.







# TANGLEWOOD PARK

The Gregg Avenue natural area just west of Tanglewood Branch Creek has been named Tanglewood Park. This name references a natural landmark – Tanglewood Branch Creek – which is located immediately to the east of the space.

It pays tribute to the restored waterway that naturally connects all areas of The Ramble, and it reinforces the City's dedication to environmental stewardship.

It will be transformed into a beautiful park with plenty of gardens, shade, and places to sit.

This flexible and dynamic outdoor space will become a new center of downtown, supporting local art projects, music and other community and cultural programming.

# FAY JONES WOODS

A distinct and historic space located between West and Gregg Avenues, Fay Jones Woods has retained its existing reference within The Ramble.

An homage to well-known architect and Fayetteville native Fay Jones, Fay Jones Woods will provide a literal breath of fresh air in downtown.

Elevated boardwalks, overlooks and bridges, accessible trails, gathering spaces, and access to the restored Tanglewood Branch creek, these woods will celebrate the Ozarks ecosystem while preserving native forest.

# RAZORBACK GREENWAY

Improvements like repaving, new signalizations at key crossing, energy efficient lighting and importantly, new trail connections to surrounding streets, will transform this section of Greenway into a vital artery of downtown.

Improvements to West Street, like road resurfacing, lighting, shade trees and rain gardens will improve walkability and further connect The Fay Jones Woods and Civic Plaza.

Expanded parking will be located on the Depot lot, providing 350 parking spots for all manner of escapades downtown as well as house a police substation and retail space at street level.

# WEST STREET PARKING DECK

# HOW DO WE USE IT?

Well that's entirely up to you. Consider: music popups and plays, art walks, outdoor movies, yoga, revolving installations and murals, gallery row, civic celebrations, kids camps and field trips, community planting, reading in a shady spot, volunteer gardeners, slow walks, quick jogs, and festivals of all kinds.

Inclusive, fun and constantly changing with the seasons, the Cultural Arts Corridor is Fayetteville's to create. Our citizens and neighbors will ultimately decide how this space becomes woven into the fabric of our community.

# THE LINE

A graphical representation that ties together the identity of The Ramble, the line can be used tactically throughout signage, print collateral and other applications to help tell the story of path.
The path represented is a symbol of the self-guided journey our visitors take along the way. It also conveys an interconnected system that defines The Ramble and visually gives it a home.

For clarity, the line should only be represented in Ramble red or white.

# PRIMARY LOGO

# ALTERNATE LOGOS

THE
RAMBLE

THE RAMBLE

THE
RAMBLE

THE
RAM
BLE

## EXTERNAL USE LOGO

THE RAMBLE

FAYETTEVILLE
ARKANSAS

## EXTERNAL USE LOGO STACKED

THE
RAMBLE

FAYETTEVILLE
ARKANSAS

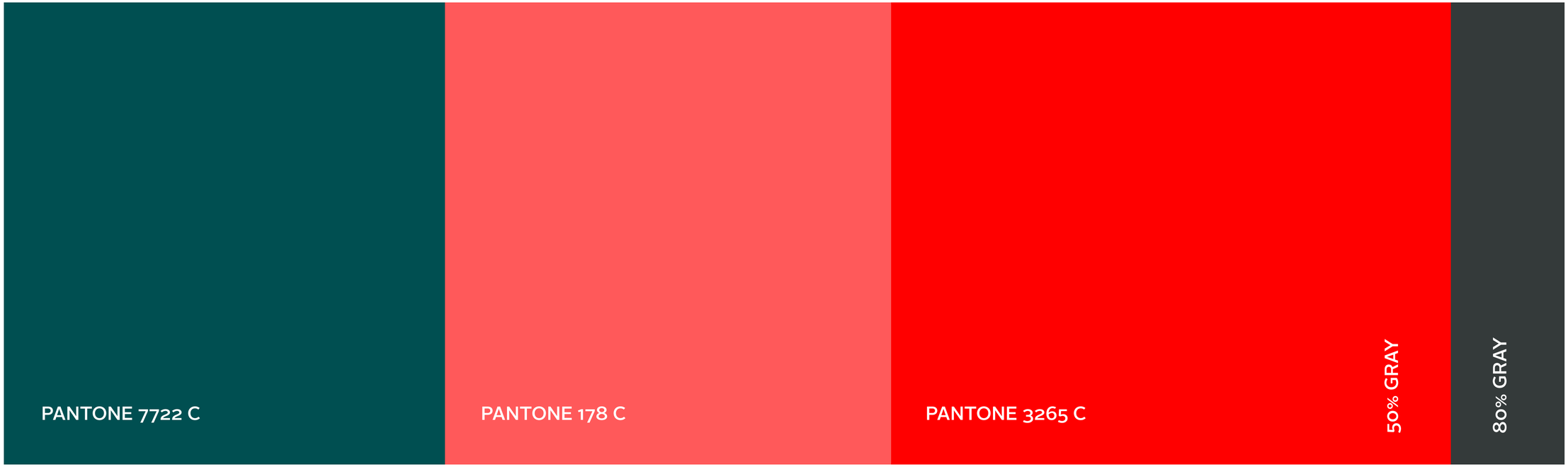
## RAMBLE ICON

## RAMBLE ICON SOLID

## UPPER RAMBLE LOGO

## LOWER RAMBLE LOGO

## RAMBLE COLOR FAMILY




## CITY OF FAYETTEVILLE COLOR FAMILY

THE RAMBLE

1. Oxidized metal substrate
2. Cut out, lower line treatment
3. Durable printed signs on standoffs
4. Metal Substrate Bend

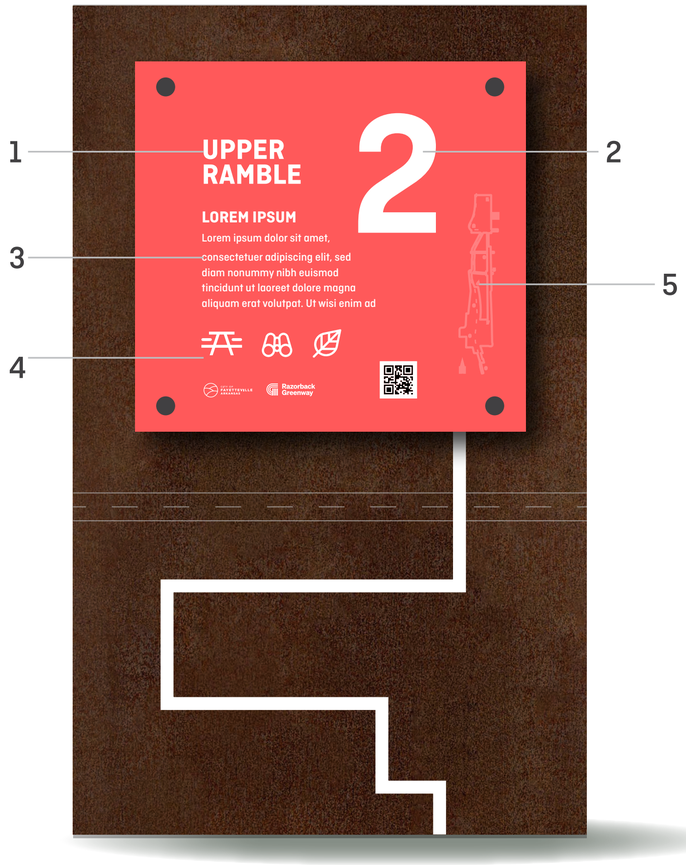
Destination Informational

High-level navigation

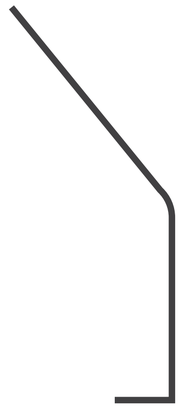
THE RAMBLE

# Destination Markers

1. Zone Notation
2. Marker Number
3. Area Description
4. Activity Icons
5. Map Reference



Side Reference



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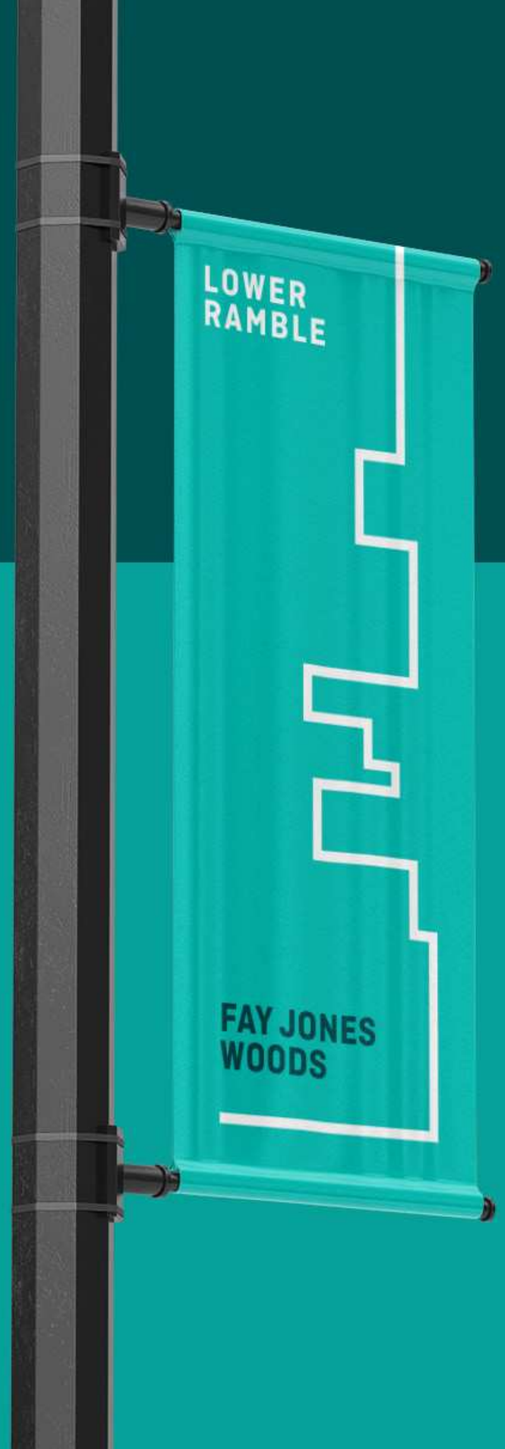
LOWER
RAMBLE
FAY JONES
WOODS

UPPER
RAMBLE
THE
LAWN

# Thank You.

**Archetype, Inc.**

831 S School, Fayetteville, AR 72701

479.595.8581

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1049

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Keith Macedo, Chief of Staff
Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops

**FROM:** Jared Rabren, Airport Director

**SUBJECT:** **Airport Business Plan (Garver Task Order 12)**

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**RECOMMENDATION:**
The Aviation Division requests approval to execute Task Order 12 in the amount of $49,983.48 for Garver, LLC to provide professional services related to the development of an Airport Business Plan (ABP) and approval of a budget adjustment.

**BACKGROUND:**
An Airport Business Plan (ABP) is a self-funded study which will guide the City of Fayetteville in operational decision making over the short, medium and long-term. The ABP will build off of data gathered from the Airport Master Plan and provide market analysis of airport rates and charges and a comprehensive financial review, a review of airport lease agreements, comparative analysis of the airport's competitive position in the region, feasibility analysis of aeronautical industry, Land-Use Plan integration and business strategy planning for both the airfield and the City-owned FBO.

**DISCUSSION:**
The Aviation Division requests approval of a Budget Adjustment to increase funds in the existing On-Call Services contract with Garver, LLC. These funds will be moved from the Street-Side Improvement project. Garver has provided on-call engineering and surveying services under the Original Task Order since 2020.

**BUDGET/STAFF IMPACT:**
The Aviation Division will reallocate $49,984 from the Street Side Improvement project into the Airport Engineering Consultant Services project per attached budget adjustment.

**ATTACHMENTS:** 3. Staff Review Form, 4. Budget Adjustment, 5. Garver Task Order 12

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

**File #:** 2025-1049

**A RESOLUTION TO APPROVE TASK ORDER NO. 12 WITH GARVER, LLC IN THE AMOUNT OF $49,983.48 FOR SERVICES RELATED TO THE DEVELOPMENT OF AN AIRPORT BUSINESS PLAN, AND TO APPROVE A BUDGET ADJUSTMENT**

**WHEREAS**, an Airport Business Plan (ABP) is a self-funded study which will guide the City of Fayetteville in operational decision making over the short, medium and long-term.

**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 Task Order No. 12 with Garver, LLC in the amount of $49,983.48 for services related to the development of an Airport Business Plan.

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**

**2025-1049**

**Item ID**

**7/15/2025**

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

| Jared Raben | 6/22/2025 | AIRPORT SERVICES (760) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

The Aviation division requests approval to execute Task Order 12 in the amount of $49,983.48 with Garver, LLC to provide professional services related to the development of an Airport Business Plan (ABP) and approval of a budget adjustment.

## Budget Impact:

| 5550.760.3960-5314.00 | Airport |
|---|---|
| Account Number | Fund |
| 15029.2501 | Engineering Consulting Services - Airport Business Plan |
| Project Number | Project Title |

| | | | | |
|---|---|---|---|---|
| **Budgeted Item?** | No | Total Amended Budget | $ | - |
| | | Expenses (Actual+Encum) | $ | - |
| | | Available Budget | $ | - |
| **Does item have a direct cost?** | Yes | Item Cost | $ | 49,983.48 |
| **Is a Budget Adjustment attached?** | Yes | Budget Adjustment | $ | 49,984.00 |
| | | Remaining Budget | $ | 0.52 |

*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 | Division /Org2 | Adjustment Number |
|---|---|---|
| 2025 | AIRPORT SERVICES (760) | |
| | **Requestor:** Jared Rabren | |

**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:**

The Aviation Division requests approval to execute Task Order 12 in the amount of $49,983.48 for Garver, LLC to provide professional services related to the development of an Airport Business Plan (ABP) and a Budget Adjustment.

COUNCIL DATE: 7/15/2025

ITEM ID#: **2025-1049**

Holly Black
6/25/2025 12:11 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025513

| | Increase / (Decrease) | | Project.Sub# | | | |
|---|---|---|---|---|---|---|
| Account Number | Expense | Revenue | Project | Sub.Detl | AT | Account Name |
| TOTAL | - | - | | | | |
| 5550.760.3960-5314.00 | 49,984 | - | 15029 | 2501 | EX | Professional Services |
| 5550.760.3960-5804.00 | (49,984) | | 24015 | 1 | EX | Building Costs |
| | - | - | | | | |
| | - | - | | | | |
| | - | - | | | | |
| | - | - | | | | |
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| | - | - | | | | |

**APPENDIX A-12**

**TASK ORDER 12**
**FAYETTEVILLE – DRAKE FIELD AIRPORT**
**AIRPORT BUSINESS PLAN**

This TASK ORDER is made as of _____, 2025 by and between the **CITY OF FAYETTEVILLE** of Fayetteville, Arkansas hereinafter referred to as "**CITY OF FAYETTEVILLE**") and **GARVER, LLC**, hereinafter referred to as "**GARVER**" in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on November 12, 2020 (the "Agreement").

Under this Task Order, the CITY OF FAYETTEVILLE intends to conduct the following study for FYV:

Airport Business Plan

GARVER will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

**SECTION 1 - SCOPE OF SERVICES**

Garver shall provide services as detailed in Exhibit A-12.

**SECTION 2 – PAYMENT**

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis.

The table below presents a summary of the fee amounts and fee types for this Task Order.

| WORK DESCRIPTION | FEE AMOUNT | FEE TYPE |
|---|---|---|
| AIRPORT BUSINESS PLAN | $49,983.48 | LUMP SUM |
| TOTAL FEE | **$49,983.48** | |

The CITY OF FAYETTEVILLE will pay GARVER the lump sum amount not to exceed $49,983.48. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-12.

As directed by the CITY OF FAYETTEVILLE, some billable Services may have been performed by Garver prior to execution of this Task Order. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the CITY OF FAYETTEVILLE.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-12 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

## SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Task Order:
- 3.1.1 Appendix A-12 - Scope of Services
- 3.1.2 Appendix B-12 – Manhour Tables

This Task Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

| CITY OF FAYETTEVILLE, ARKANSAS | GARVER |
|---|---|
| By :_____ | By: _____ |
| Mayor, Molly Rawn | |
| ATTEST: | |
| By:_____ | Title: Vice President |
| City Clerk | |

# EXHIBIT A-12
# SCOPE OF SERVICES
# DRAKE FIELD
# AIRPORT BUSINESS PLAN

## GENERAL

In accordance with the unique needs and interests of the City of Fayetteville, Arkansas (Owner), the owner and operator of Drake Field Airport (FYV), this Scope of Services outlines the tasks required to complete an Airport Business Plan (ABP) for FYV. The Airport Business Plan (ABP) will be focused on identifying an actionable path forward to enable FYV to grow its number of based tenants, enhance its Fixed Base Operator (FBO) services, attract aeronautical revenue generating industries, and attract more turboprop and jet aircraft traffic.

The approach to undertake this project and complete each of the identified deliverables is outlined in the remainder of this scope of services.

The ABP is expected to utilize data regarding airport facilities and condition, aircraft activity, future land use planning, and proposed airfield improvements from the recent Airport Master Plan (AMP) process.

## ELEMENT 1 – AIRPORT BUSINESS PLAN

### Task 1.1 – Business Plan Site Visit and Land Holding Analysis

Garver will complete a site visit to FYV to initiate the business planning effort. This site visit is expected to be one (1) day and include the following sub-tasks:

- A site visit to all available parcels of land on airport property to document basic site development considerations (e.g. landside access, topography, utilities, drainage, etc.). Garver will take pictures of each site and prepare an exhibit identifying the size and characteristics of each available land parcel. Utilities and environmental information obtained from the AMP will also be utilized for this analysis.
- A one (1) hour meeting with the City, as owner and operator of the FBO, to discuss feedback they have received through pilots regarding their utilization of the airport.
- Up to three (3) interviews with business/corporate pilots that have utilized FYV to obtain their feedback on aspects of FYV that should be improved to draw in more business/corporate aircraft traffic.

### Task 1.2 – Airport Rates and Charges Analysis and Airport Financial Review

Garver will complete a review of FYV's revenues and expenses for the past five (5) years to understand the airport's financial health and key revenue sources.

Garver will also complete an airport rates and charges benchmarking analysis as part of this task. The focus of this analysis is to compare the rates and charges currently used by FYV to those of other competing airports in the region. The benchmarking analysis will specifically look at the following rates and charges categories:

- T-Hangar Lease Rate (per unit per month)
- Box Hangar Lease Rate (per sq. ft. per month)

- Tie-Down Lease Rates (per tie-down including both short- and long-term rates)
- Land/Ground Lease Rates (per sq. ft. per year)

Garver will coordinate with the Owner to select up to eight (8) other airports to be used for the rates and charges benchmarking analysis. Once selected, Garver will contact the identified airports to obtain current information for the rates and charges categories defined above. If any airport contacted as part of the rates and charges assessment is unwilling to provide the information requested, the missing information will be noted in the benchmarking assessment and Garver will work with the Owner to identify a potential replacement airport. Garver does not have the authority to require airports to provide the requested information.

**Task 1.3 – Lease Review**

Garver will complete a review of up to three (3) existing airport lease agreements to identify and recommend potential improvements or concerns.

**Task 1.4 – Comparative Airport Analysis (Fuel, Services, and Aeronautical Businesses)**

A key aspect of this business plan is understanding FYV's competitive position related to other airports in the region that it may compete with for aeronautical traffic and/or aeronautical businesses. As a result, a comparative analysis will be completed that will benchmark how FYV compares to other general aviation public-use airports within a 25 NM radius based on the following factors:

- Fuel price (both Jet A and 100LL)
- FBO amenities/services
- FBO ownership model
- Aeronautical service businesses offered (e.g. maintenance, avionics, flight training, etc.)
- Runway length, width, and strength
- Instrument approach procedure minimums

In addition to these comparative factors, Garver will document how each airport within a 25 NM radius compares to FYV based on the following criteria:

- Jet aircraft operations over the past 5 years (as obtained from the FAA's Traffic Flow Management System Database)
- Large jet aircraft operations (e.g. aircraft in aircraft approach categories C and D or aircraft in aircraft design group III) over the past 5 years (as obtained from the FAA's TFMSC)
- Total Instrument Flight Rules (IFR) operations over the past 5 years (as obtained from the FAA's TFMSC)
- Total based aircraft
- Total jet based aircraft

Gathering this information will enable Garver to identify specific airports that are growing more rapidly than FYV and identify any particular attributes or services they offer that FYV does not.

**Task 1.5 – Aeronautical Business Feasibility Analysis**

Garver will develop a taxonomy of aeronautical industries that could potentially and feasibly locate at FYV and cross reference that with the aeronautical businesses located at other airports as identified in Task 1.4. This task will include the identification of aeronautical industry segments that could potentially locate at FYV with no additional aeronautical facility improvements or aeronautical facility improvements that could realistically be achieved considering common development constraints. This effort will be utilized to identify if there are any aeronautical business industry gaps (e.g. an aeronautical business industry not currently located in the area) that FYV could consider targeting for development.

**Task 1.6 – Airport Stakeholder Survey**

Garver will prepare an online stakeholder survey for dissemination to FYV airport users, tenants, stakeholders, and community members. The survey will be developed using an online survey platform and will gather feedback regarding the status of the airport and future development considerations/needs. The survey will be posted on FYV's website and disseminated to airport stakeholders via the airport's mailing list as compiled through the airport's website. The survey is expected to include a blend of multiple choice and open-ended questions and will be no more than 10 questions in total.

**Task 1.7 – Land-Use Plan Integration**

Garver will integrate the land use planning conducted as a part of the recent AMP update into the ABP. Land uses will be segmented into the following categories, as detailed in the AMP:

- MRO/Industrial Aviation Development – Land holdings suited for the development of commercial aeronautical businesses. This includes any aeronautical business focused on providing goods and services to other aircraft and pilots (e.g. flight training, maintenance, avionics, etc.)
- Terminal Area Development – Land holdings suited for the development of FBO facilities.
- Large General Aviation Development - Land holdings suited for the development of business/corporate aviation facilities such as large box hangars.
- Small General Aviation Development - Land holdings suited for the development of single-engine piston aviation facilities or common general aviation aircraft hangar facilities such as T-hangars and small box hangars.
- Non-Aeronautical Development - Land holdings suited for the development of non-aeronautical businesses.

**Task 1.8 – Strategy Workshop**

Based on the results of Task 1.1 through Task 1.7, Garver will complete a strategy workshop with the Stakeholder Committee from the AMP. This will be attended by two (2) Garver staff members. The focus of this workshop will be to review the information obtained in the previous tasks and establish specific business objectives for the next five (5) to ten (10) years. These business objectives are expected to align to the four areas defined below:

- Financial – What steps does the airport need to take to improve its financial position?
- Land Development – What does the airport need to do to facilitate the development of available land at the airport?

- Services/Amenities – What new services/amenities are needed for the airport to grow? Do any existing services/amenities need to be improved?
- Operations – Are there any operational improvements that are necessary to facilitate growth at the airport?

As part of this effort, Garver will collaborate with the project steering committee that was established as part of the AMP, to identify a preferred land-use development strategy. Additionally, as part of the workshop, Garver and the Owner will begin to identify and develop action plans for achieving the business objectives.

**Task 1.9 – Airport Business Plan Development**

Garver will develop a narrative airport business plan report that summarizes the analysis completed in Tasks 1.1 through 1.7 and the business objectives and action plans defined in Task 1.8. The narrative report is expected to be between twenty-five (25) to thirty (30) pages in length. The report will be provided to the Owner for review and comment. Garver will address all comments before providing the final version to the Owner.

**Task 1.10 – Airport Business Plan City Council Adoption and Fayetteville Economic Development Department and Airport Board Review**

Garver will support the review and adoption of the Airport Business Plan through attendance at the following in-person meetings:

- Attendance at one (1) Fayetteville Economic Development Department meeting. This meeting will be attended by two (2) Garver staff members virtually.
- Attendance at one (1) Airport Board meeting to be held at the airport. This meeting will be attended by two (2) Garver staff members virtually.
- Attendance at one (1) City of Fayetteville City Council meeting. This meeting will be attended by two (2) Garver staff members in-person.

This task includes the development of presentation materials.

**Extra Work:**

For clarification purposes, the proposed scope of services for this project specifically does not include any of the following items/tasks stated below:

- Survey work
- Updates to the Airport Master Plan
- Height Hazard Zoning ordinance
- Utility and drainage location investigation or research other than what is expressly included in the scope of services
- Aerial photography
- Instrument Approach Development
- Development or modification to GIS systems or tools other than what is specifically mentioned in the scope of services
- Additional meetings other than those expressly stated in this scope of services

- Detailed facility assessments/reviews
- Facility condition testing or the establishment of a pavement maintenance program
- Environmental review and analysis beyond what is publicly available
- Environmental testing or investigation work
- Graphic conceptual renderings of existing or future facilities
- The preparation of materials and exhibits for leases, development contracts, or other documents/materials outside of this Project
- Detailed engineering cost estimates
- Design or conceptual design work
- Detailed land development planning
- Support for any proceedings (e.g. legal, arbitration, etc.) related to resolving property ownership discrepancies.

**Exhibit B-12**

**City of Fayetteville, Arkansas**
**Drake Field Airport Business Plan**

**Airport Business Plan**

| WORK TASK DESCRIPTION | E-4 | P-4 | P-3 | P-1 |
|---|---|---|---|---|
| | Aviation FYV ADC Civil | Aviation Planning | Aviation Planning | Aviation Planning |
| | $73.57 | $92.17 | $82.46 | $52.77 |
| | hr | hr | hr | hr |
| **1. Airport Business Plan** | | | | |
| Business Plan Site Visit and Land Holding Analysis (2 staff, in-person) | 8 | | 8 | |
| Airport Rates and Charges Analysis / Airport Financial Review | 2 | 1 | 2 | 12 |
| Lease Review (3) | | | 1 | 6 |
| Comparative Airport Analysis | 1 | | 2 | 10 |
| Aeronautical Business Feasibility Analysis | 2 | 2 | 4 | 8 |
| Airport Stakeholder Survey | 1 | | 2 | 4 |
| Land-Use Plan Integration | | | 1 | 2 |
| Strategy Workshop (2 staff, in-person) | 4 | | 6 | |
| Airport Business Plan Development | 8 | 12 | 20 | 60 |
| Review Meetings and Council Adoption (2 staff, virtual and in-person) | 4 | | 6 | |
| | | | | |
| **Subtotal - Airport Business Plan** | **30** | **15** | **52** | **102** |
| **Hours** | **30** | **15** | **52** | **102** |

| | | |
|---|---|---|
| **SUBTOTAL - SALARIES:** | | **$13,260.11** |
| **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:** | | **$26,073.35** |
| **DIRECT NON-LABOR EXPENSES** | | |
| Document Printing/Reproduction/Assembly | $250.00 | |
| Postage/Freight/Courier | $0.00 | |
| Office Supplies/Equipment | $0.00 | |
| Travel Costs | $4,500.00 | |
| **SUBTOTAL - DIRECT NON-LABOR EXPENSES:** | | **$4,750.00** |
| **SUBTOTAL:** | | **$44,083.46** |
| **SUBCONSULTANTS FEE:** | | **$0.00** |
| **PROFESSIONAL FEE** | | **$5,900.02** |
| **TOTAL FEE:** | | **$49,983.48** |

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1034

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Keith Macedo, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs

**FROM:** Ted Jack, Park Planning Superintendent

**SUBJECT:** **Underwood Community Park Improvements**

---

**RECOMMENDATION:**
Approval of a contract with Legacy Construction Management for Phase 1 construction at Underwood Park (Bid #25-38) in the amount of $3,628,930.66, plus a $250,000 project contingency. Additionally, approval of a budget adjustment including $2,759,892.00 from 2022 Bonds, $687,586.66 from 2024 Bonds, $181,452.00 from Parks Development Funds, and $250,000.00 from Park Land Dedication (PLD) Funds – Northwest Quadrant.

**BACKGROUND:**
Underwood Park is Fayetteville's newest Community Park, providing service to the Northwest portion of the city. A public master planning process concluded in early 2024 and has guided the work in this first phase of construction. Ecological Design Group, Inc. was selected through the selection committee process and (2024-1745) prepared the design and bid documents and will assist in construction administration. Construction is expected to take one year.

**DISCUSSION:**
The improvements in this phase are located north of Clabber Creek and include essential infrastructure such as the asphalt entry drive, parking, restroom, signage, utilities, and site lighting. Recreational features include phase one of a new nature-themed playground, four ADA accessible pickleball courts, one basketball court, pavilions, trail connections, and landscaping.

**BUDGET/STAFF IMPACT:**
Funding is available in the following accounts:
4705.860.7999-5899.00- $2,759,892.00 Construction
2250.520.9255-5806.00- $181,452.00 Construction
4805.860.7999-5899.00- $687,587.00 Construction
2250.520.9256-4419.00- $250,000.00 Project Contingency

**ATTACHMENTS:** 3. Staff Review Form, 4. Budget Adjustment, 5. Underwood Park - Contract - Legacy, 6. Bid 25-38, Bid Tab - Underwood, 7. Bid 25-38, Appendix C - Legacy's Submittal, 8. Drawings Partial Set

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

**File #:** 2025-1034

**A RESOLUTION TO AWARD BID #25-38 AND AUTHORIZE A CONTRACT WITH LEGACY CONSTRUCTION MANAGEMENT IN THE AMOUNT OF $3,628,930.66 FOR PHASE 1 CONSTRUCTION AT UNDERWOOD PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $250,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – PARK IMPROVEMENT BOND PROJECT**

**WHEREAS**, Underwood Park is Fayetteville's newest Community Park, providing service to the Northwest portion of the city; and

**WHEREAS**, a public master planning process concluded in early 2024 and has guided the work in this first phase of construction; and

**WHEREAS**, Phase 1 will be funded by $2,759,892.00 from 2022 Park Improvement Bonds, $687,586.66 from 2024 Park Improvement Bonds, $181,452.00 from Parks Development Funds, and $250,000.00 from Northwest Quadrant Park Land Dedication Funds.

**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 #25-38 and authorizes a contract with Legacy Construction Management in the amount of $3,628,930.66 for Phase I Construction at Underwood Park, and further approves a project contingency in the amount of $250,000.00.

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**

**2025-1034**

**Item ID**

**July 15th, 2025**

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

| Ted Jack | 6/20/2025 | PARKS & RECREATION (520) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

Approval of a contract with Legacy Construction Management is requested for Phase 1 construction at Underwood Park (Bid #25-38) in the amount of $3,628,930.66, plus a $250,000 project contingency.

Additionally, approval is sought for a budget adjustment allocated by $2,759,892.00 from 2022 Bonds, $687,586.66 from 2024 Bonds, $181,452.00 from Parks Development Funds, and $250,000.00 from Park Land Dedication (PLD) Funds – Northwest Quadrant.

## Budget Impact:

| 4705/4805 .860.7570-5806.00<br>2250.520.9255-5806.00 | Park Bonds (2022/2024)<br>Parks Development |
|---|---|
| Account Number | Fund |
| 46050.7570 | Underwood Park |
| Project Number | Project Title |

| | | | | |
|---|---|---|---|---|
| **Budgeted Item?** | Yes | Total Amended Budget | $ | 87,849.00 |
| | | Expenses (Actual+Encum) | $ | 72,848.97 |
| | | Available Budget | $ | 15,000.03 |
| **Does item have a direct cost?** | Yes | Item Cost | $ | 3,628,930.66 |
| **Is a Budget Adjustment attached?** | Yes | Budget Adjustment | $ | 3,878,931.00 |
| | | Remaining Budget | $ | 265,000.37 |

*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 | Division /Org2 | Adjustment Number |
|---|---|---|
| 2025 | PARKS & RECREATION (520) | |
| | **Requestor:** Alan Bearden | |

### BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a contract with Legacy Construction Management is requested for Phase 1 construction at Underwood Park (Bid #25-38) in the amount of $3,628,930.66, plus a $250,000 project contingency.

Additionally, approval is sought for a budget adjustment allocated by $2,759,892.00 from 2022 Bonds, $687,586.66 from 2024 Bonds, $181,452.00 from Parks Development Funds, and $250,000.00 from Park Land Dedication (PLD) Funds – Northwest Quadrant.

COUNCIL DATE: 7/15/2025

ITEM ID#: **2025-1034**

Holly Black
6/23/2025 9:39 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025513

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL | 250,000 | 250,000 | | | | |
| | Increase / (Decrease) | | Project.Sub# | | | |
| Account Number | Expense | Revenue | Project | Sub.Detl | AT | Account Name |
| 4705.860.7999-5899.00 | (2,759,892) | - | 46050 | 7999 | EX | Unallocated - Budget |
| 4705.860.7570-5806.00 | 2,759,892 | - | 46050 | 7570 | EX | Improvements - Park |
| 2250.520.9256-4419.00 | - | 250,000 | 46050 | 7570 | RE | Greenspace Fees - NW |
| 2250.520.9256-5911.99 | 250,000 | - | 46050 | 7570 | EX | Contingency - Capital Project |
| 2250.520.9255-5806.00 | (181,452) | - | 13001 | 1 | EX | Improvements - Park |
| 2250.520.9255-5806.00 | 181,452 | - | 46050 | 7570 | EX | Improvements - Park |
| 4805.860.7999-5899.00 | (687,587) | - | 46050 | 7999 | EX | Unallocated - Budget |
| 4805.860.7570-5806.00 | 687,587 | - | 46050 | 7570 | EX | Improvements - Park |
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THIS AGREEMENT is made this _____ day of _____, 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Legacy Construction Management, Inc** (hereinafter called LEGACY CONSTRUCTION).

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and **LEGACY CONSTRUCTION**, in consideration of their mutual covenants, agree as follows:

Work performed by **LEGACY CONSTRUCTION** shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. **LEGACY CONSTRUCTION** shall follow all federal, state, and local laws at all times.

1. **Contracted parties and relationship:**
    a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
        i. **LEGACY CONSTRUCTION's** Tax identification number (TIN) ending in 1498
        ii. **LEGACY CONSTRUCTION's** Arkansas Contractor License No. 0372390525
        iii. **LEGACY CONSTRUCTION's** Secretary of State Filing No. 811123269

2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
    a. Appendices included under this agreement include the following:
        i. **Appendix A**: Bid Tabulation
        ii. **Appendix B**: Bid package identified as **Bid 25-38, Construction – Underwood Park, Phase 1** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
        iii. **Appendix C**: **LEGACY CONSTRUCTION's** bid submittal
        iv. **Appendix D**: **LEGACY CONSTRUCTION's** Certificate of Insurance
        v. **Appendix E**: **LEGACY CONSTRUCTION's** 100% Performance and Payment Bonds
            1. **Appendix D and E** shall be submitted to the City within the timeframe identified in the bid documents or 10 (ten) calendar days.
    b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **LEGACY CONSTRUCTION.**
    c. ORDER OF PRECEDENCE: In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) **LEGACY CONSTRUCTION's** Proposal (d) City's published bid and associated Addenda.

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

   a. City of Fayetteville: 113 W. Mountain, Fayetteville, AR 72701

   b. Vendor: Legacy Construction Management, Inc., 3733 Wildcat Creek Blvd., Fayetteville, AR 72704

4. **General Provisions:**

   a. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.

   b. Workmanship: The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

   c. MATERIALS FURNISHED BY CITY OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of **LEGACY CONSTRUCTION** to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of **LEGACY CONSTRUCTION** shall be the responsibility of **LEGACY CONSTRUCTION** and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from **LEGACY CONSTRUCTION** of defects, City and Design Professional shall promptly inform the City what action, if any, **LEGACY CONSTRUCTION** shall take with regard to the defects.

   d. WORKSITE VISIT: **LEGACY CONSTRUCTION** acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

   e. **LEGACY CONSTRUCTION** shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.

      i. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.

   f. COMPLIANCE WITH LAWS: **LEGACY CONSTRUCTION** shall comply with all the Law at its own cost. **LEGACY CONSTRUCTION** shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by **LEGACY CONSTRUCTION** its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

   g. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to **LEGACY CONSTRUCTION**, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If **LEGACY CONSTRUCTION** incurs costs or is delayed due to such loss or damage, **LEGACY CONSTRUCTION** may seek an equitable adjustment in the Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

   h. Taxes and Permits: **LEGACY CONSTRUCTION** shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. **LEGACY**

**CONSTRUCTION** shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.

i. **LEGACY CONSTRUCTION** shall pay applicable taxes and permit fees associated with the entire project.

i. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.

j. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. **LEGACY CONSTRUCTION** shall not unreasonably withhold consent to partial occupancy or use.

k. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

l. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.

m. Where figures are given, they shall be preferred to scaled dimensions.

n. The drawings and specifications are complementary. If Work is shown only on one but not on the other, **LEGACY CONSTRUCTION** shall perform the Work as though fully described on both. **LEGACY CONSTRUCTION** shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.

o. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, **LEGACY CONSTRUCTION** shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.

p. DEBARMENT AND SUSPENSION: By execution of this agreement, **LEGACY CONSTRUCTION** certifies that to the best of its knowledge and belief that the **LEGACY CONSTRUCTION** and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

ii. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

iv. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

v. **LEGACY CONSTRUCTION** understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $50,000.

vi. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

5. **Definitions:** Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

a. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

b. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.

c. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.

d. "Cost of the Work" means the total costs and discounts charged to the City.

e. The "Vendor" is the person or entity identified in this contract and includes Vendor's Representative.

f. "Day" means a calendar day unless otherwise specified.

g. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

h. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.

i. "Final Completion" occurs on the date when Vendor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.

j. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

k. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.

l. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Vendor must comply that are enacted as of the Agreement date.

m. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

n. "Overhead" means (a) payroll costs, burden, and other compensation of Vendor's employees in Vendor's principal and branch offices for work associated with this project.

o. "Owner" is the City of Fayetteville, Arkansas (City).

p. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

q. The "Parties" are collectively City and Vendor.

r. The "Project," is the building, facility, or other improvements for which Vendor is to perform Work under this Agreement. It may also include construction by Owner or Others.

s. The "Schedule of the Work" is the document prepared by Vendor that specifies the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.

t. "Subcontractor" is a person or entity retained by Vendor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

u. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.

v. A "Sub subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

w. A "Supplier" is a person or entity retained by Vendor to provide material or equipment for the Work.

x. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

y. "Work" means the construction services necessary or incidental to fulfill Vendor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

z. "Worksite" means the area of the Project where the Work is to be performed.

aa. "Bi-monthly basis" means every fourteen to sixteen calendar days.

## 6. Contract Document Review and Administration

a. Before commencing the Work, **LEGACY CONSTRUCTION** shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by **LEGACY CONSTRUCTION**, and any visible conditions at the Worksite affecting the Work.

b. Should **LEGACY CONSTRUCTION** discover any errors, omissions, or inconsistencies in the Contract Documents, **LEGACY CONSTRUCTION** shall promptly report them to the City and Design Professional. Following receipt of written notice of defects, City shall promptly inform **LEGACY CONSTRUCTION** what action, if any, **LEGACY CONSTRUCTION** shall take with regard to the defect.

c. Nothing in this section shall relieve **LEGACY CONSTRUCTION** of responsibility for its own errors, inconsistencies, or omissions.

d. COST REPORTING: **LEGACY CONSTRUCTION** shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management

under this Agreement. **LEGACY CONSTRUCTION** shall maintain a complete set of all books and records prepared or used by **LEGACY CONSTRUCTION** with respect to the Project. City shall be afforded access to all of **LEGACY CONSTRUCTION** 's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. **LEGACY CONSTRUCTION** shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

a. **LEGACY CONSTRUCTION** warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, **LEGACY CONSTRUCTION** shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. **LEGACY CONSTRUCTION** further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. **LEGACY CONSTRUCTION**'s warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. **LEGACY CONSTRUCTION**'s warranty shall commence on the Date of Final Completion of the Project.

b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

c. **LEGACY CONSTRUCTION** shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. **LEGACY CONSTRUCTION**'s liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period **LEGACY CONSTRUCTION** shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

d. Correction of Work:

i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify **LEGACY CONSTRUCTION** in writing. Unless City provides written acceptance of the condition, **LEGACY CONSTRUCTION** shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify **LEGACY CONSTRUCTION** or give **LEGACY CONSTRUCTION** an opportunity to test or correct Defective Work as reasonably requested by **LEGACY CONSTRUCTION**, City waives **LEGACY CONSTRUCTION**'s obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

ii. If **LEGACY CONSTRUCTION** fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with the City's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due **LEGACY CONSTRUCTION**. If payments then or thereafter due **LEGACY CONSTRUCTION** are not sufficient to cover such amounts, **LEGACY CONSTRUCTION** shall pay the difference to City.

iii. **LEGACY CONSTRUCTION**'s obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify **LEGACY CONSTRUCTION** and allow **LEGACY CONSTRUCTION** an opportunity to correct the Work if **LEGACY CONSTRUCTION** elects to do so. If **LEGACY CONSTRUCTION** elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If **LEGACY CONSTRUCTION** does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from **LEGACY CONSTRUCTION**, City shall promptly provide **LEGACY CONSTRUCTION** with an accounting of the actual correction costs.

iv. If **LEGACY CONSTRUCTION**'s correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, **LEGACY CONSTRUCTION** shall be responsible for the cost of correcting the destroyed or damaged property.

v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of **LEGACY CONSTRUCTION**'s other obligations under the Contract Documents.

vi. Before final payment, at City option and with **LEGACY CONSTRUCTION**'s agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

**8. Safety of Persons and Property**

a. SAFETY PROGRAMS: **LEGACY CONSTRUCTION** holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. **LEGACY CONSTRUCTION** shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

b. **LEGACY CONSTRUCTION**'S SAFETY REPRESENTATIVE: **LEGACY CONSTRUCTION** shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by **LEGACY CONSTRUCTION** in writing to City, **LEGACY CONSTRUCTION**'s project superintendent shall serve as its safety representative. **LEGACY CONSTRUCTION** shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When **LEGACY CONSTRUCTION** is required to file an accident report with a public authority, **LEGACY CONSTRUCTION** shall furnish a copy of the report to City.

c. **LEGACY CONSTRUCTION** shall provide City with copies of all notices required of **LEGACY CONSTRUCTION** by the Law. **LEGACY CONSTRUCTION**'s safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of **LEGACY CONSTRUCTION**, or anyone for whose acts **LEGACY CONSTRUCTION** may be liable, shall be promptly remedied by **LEGACY CONSTRUCTION**.

d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for **LEGACY CONSTRUCTION**'s safety program, may require performance of the Work be stopped, and take corrective

measures satisfactory to City. If **LEGACY CONSTRUCTION** does not adopt corrective measures, City may perform them and deduct their cost from the Contract amount. **LEGACY CONSTRUCTION** agrees to make no claim for damages, an increase in the Contract amount, or for a change in the Dates of Substantial or Final Completion based on **LEGACY CONSTRUCTION** 's compliance with City's reasonable request.

9. **Subcontracts:**

   a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: **LEGACY CONSTRUCTION** agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

   b. **LEGACY CONSTRUCTION** agrees not to subcontract at risk related services without prior written consent from the City.

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

   a. **LEGACY CONSTRUCTION,** at its own cost and expense, shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per **Bid 25-38** as stated in **LEGACY CONSTRUCTION's** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 25-38**, all included herein as if spelled out word for word.

   b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of **$3,628,930.66** US Dollars.

   c. The City of Fayetteville shall pay **LEGACY CONSTRUCTION** for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.

   d. Payments will be made after approval and acceptance of work and submission of invoice Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.

   e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.

   f. Not to exceed pricing shall include but not be limited to:

      i. Labor wages directly employed by **LEGACY CONSTRUCTION** in performing of the Work.

      ii. Salaries of **LEGACY CONSTRUCTION**'s employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

      iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under **LEGACY CONSTRUCTION** 's standard personnel policy, insofar as such costs are paid to employees of **LEGACY CONSTRUCTION** who are included in the Cost of the Work.

      iv. Transportation, travel, hotel, and moving expenses of **LEGACY CONSTRUCTION**'s personnel incurred in connection with the Work.

v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.

vi. Payments made by **LEGACY CONSTRUCTION** to Subcontractors for work performed under this Agreement.

vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of **LEGACY CONSTRUCTION**.

viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from **LEGACY CONSTRUCTION** or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.

ix. Cost of the premiums for all insurance and surety, performance, and payment bonds which **LEGACY CONSTRUCTION** is required to procure or deems necessary and approved by City.

x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which **LEGACY CONSTRUCTION** is liable.

xi. Permits, taxes, fees, licenses, tests, royalties.

xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.

xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.

xiv. Water, power, and fuel costs necessary for the Work.

xv. Cost of removal of all nonhazardous substances, debris, and waste materials.

xvi. Costs incurred due to an emergency affecting the safety of persons or property.

xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in **LEGACY CONSTRUCTION**'s Fee, which are reasonably inferable from the Contract Documents.

g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by **LEGACY CONSTRUCTION** of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

h. FINAL PAYMENT: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **LEGACY CONSTRUCTION** 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 **LEGACY CONSTRUCTION** to be set forth therein.

i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against **LEGACY CONSTRUCTION** or sureties under this Agreement.

11. **Project Bonding - Performance and payment bonding:** After execution of this contract by all parties, **LEGACY CONSTRUCTION** shall provide 100% **separate** performance and payment bonds (inclusive of any approved contingency) from a bonding company, licensed to do business in the state of Arkansas. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties. If bonds are not inclusive of council approved contingency, bond rider(s) will be required for any change orders.

    a. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. **Time:**

    a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not-to-exceed date. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.

    b. Time is of the essence with regard to the obligations of the Contract Documents.

    c. Unless instructed by City in writing, **LEGACY CONSTRUCTION** shall not knowingly commence the Work before the effective date of **LEGACY CONSTRUCTION**'s required insurance, bonds, and formal written and signed Purchase Order issued by the City of Fayetteville Procurement Division.

    d. Schedule of Work: Before submitting its first application for payment, **LEGACY CONSTRUCTION** shall submit to City and, if directed, Design Professional, a Schedule of the Work showing the dates on which **LEGACY CONSTRUCTION** plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, **LEGACY CONSTRUCTION** shall comply with the approved Schedule of the Work.

        i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require **LEGACY CONSTRUCTION** to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If **LEGACY CONSTRUCTION** consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, **LEGACY CONSTRUCTION** may seek equitable adjustment.

    e. NOTICE OF DELAY CLAIMS: If **LEGACY CONSTRUCTION** requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, **LEGACY CONSTRUCTION** shall give City written notice of the claim. If **LEGACY CONSTRUCTION** causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

13. **Substantial Completion:**

    a. The Work shall be Substantially Completed within 310 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

    b. **LEGACY CONSTRUCTION** shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated

portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. **LEGACY CONSTRUCTION** shall promptly and accurately complete all items on the list.

c. When Substantial Completion of the Work or a designated portion is achieved, **LEGACY CONSTRUCTION** shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by **LEGACY CONSTRUCTION** to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

d. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

e. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to **LEGACY CONSTRUCTION** the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by **LEGACY CONSTRUCTION** in a mutually agreed upon timeframe.

**14. Final Completion:**

a. The Work shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within **340** calendar days after the date when the Contract Times commence to run.

b. Upon notification from **LEGACY CONSTRUCTION** that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

c. When the Work is complete, **LEGACY CONSTRUCTION** shall prepare for City's written acceptance a final application for payment stating that to the best of **LEGACY CONSTRUCTION's** knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

d. Final payment shall be made to **LEGACY CONSTRUCTION** within thirty (30) Days of submitted application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.

e. Final payment shall be due on **LEGACY CONSTRUCTION**'s submission of the following to the City:

   i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;

   ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

   iii. release of any liens, conditioned on final payment being received;

   iv. consent of any surety; and

   v. any outstanding known and unreported accidents or injuries experienced by **LEGACY CONSTRUCTION** or its Subcontractors at the Worksite.

f. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of **LEGACY CONSTRUCTION**. If approved by City, they shall pay the balance due

for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, **LEGACY CONSTRUCTION** shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.

g. ACCEPTANCE OF FINAL PAYMENT: Unless **LEGACY CONSTRUCTION** provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

h. **LEGACY CONSTRUCTION** shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. **LEGACY CONSTRUCTION** shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

   i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (____name of surety____).'*

   ii. **LEGACY CONSTRUCTION** shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. **Liquidated Damages: LEGACY CONSTRUCTION** accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of **$350.00 USD** for each consecutive calendar day thereafter will be assessed.

16. **Notices**: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

17. **Jurisdiction**: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

18. **Venue**: Venue for all legal disputes shall be Washington County, Arkansas.

19. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing 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, **LEGACY CONSTRUCTION** shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

20. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

21. **Insurance:**

   a. Before starting the Work and as a condition precedent to payment, **LEGACY CONSTRUCTION** shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and

broad form property damage. **LEGACY CONSTRUCTION** shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer.

b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

c. **LEGACY CONSTRUCTION** shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If **LEGACY CONSTRUCTION** fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to **LEGACY CONSTRUCTION** or terminate this Agreement.

d. To the extent commercially available to **LEGACY CONSTRUCTION** from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, **LEGACY CONSTRUCTION** shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, **LEGACY CONSTRUCTION** shall give City prompt written notice upon actual or constructive knowledge of such condition.

e. Certificates of Insurance shall list the City as Additional Insured Parties.

f. PROPERTY INSURANCE:

   i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.

   ii. Unless otherwise directed in writing by City, before starting the Work, **LEGACY CONSTRUCTION** shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name **LEGACY CONSTRUCTION,** Subcontractors, Sub subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and **not** exclude:

      1. The perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of **LEGACY CONSTRUCTION**) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

      2. Damage resulting from defective design, workmanship, or material;

      3. Coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project.

      4. Equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

5. Testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

6. Physical loss resulting from Terrorism.

iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to **LEGACY CONSTRUCTION** before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.

1. To the extent of the limits of **LEGACY CONSTRUCTION**'s Commercial General Liability Insurance, **LEGACY CONSTRUCTION** shall indemnify and hold harmless City 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 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 **LEGACY CONSTRUCTION**, 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.

g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.

h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require **LEGACY CONSTRUCTION** to purchase and maintain additional liability coverage. **LEGACY CONSTRUCTION** shall provide:

i. Additional Insured. City shall be named as an additional insured on **LEGACY CONSTRUCTION** 's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of **LEGACY CONSTRUCTION**, or those acting on **LEGACY CONSTRUCTION**'s behalf, in the performance of **LEGACY CONSTRUCTION**'s work

for the City of Fayetteville at the Worksite. The insurance of the **LEGACY CONSTRUCTION** and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

ii. OCP. **LEGACY CONSTRUCTION** shall provide an Owners' (City) and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by City.

i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by **LEGACY CONSTRUCTION**. Before commencing the Work, **LEGACY CONSTRUCTION** shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.

i. ROYALTIES, PATENTS, AND COPYRIGHTS: **LEGACY CONSTRUCTION** shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by **LEGACY CONSTRUCTION** and incorporated in the Work. **LEGACY CONSTRUCTION** shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

j. PROFESSIONAL LIABILITY INSURANCE: To the extent **LEGACY CONSTRUCTION** is required to procure design services, **LEGACY CONSTRUCTION** shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to **LEGACY CONSTRUCTION**'s design professional, written for not less than one million US dollars ($1,000,000) per claim and in the aggregate. **LEGACY CONSTRUCTION**'s design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by **LEGACY CONSTRUCTION**'s design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

23. **Responsibility of the City of Fayetteville**

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **LEGACY CONSTRUCTION**:

i. Provide full information as to the requirements for the Project.

ii. Assist **LEGACY CONSTRUCTION** by placing at **LEGACY CONSTRUCTION's** disposal, all available information pertinent to the assignment including previous reports and any other data relative thereto.

iii. Assist **LEGACY CONSTRUCTION** in obtaining access to property reasonably necessary for **LEGACY CONSTRUCTION** to perform its services.

iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **LEGACY CONSTRUCTION** and render in writing decisions pertaining thereto.

v. Review all documents and provide written comments to **LEGACY CONSTRUCTION** in a timely manner.

vi. The City of Fayetteville Park Planning Superintendent is the project representative with respect to the services to be performed under this Agreement. The Park Planning Superintendent Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

24. **Cost Opinions and Projections:** Cost opinions and projections prepared by the **LEGACY CONSTRUCTION** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **LEGACY CONSTRUCTION's** experience, qualifications, and judgment as a professional.

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

a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **LEGACY CONSTRUCTION** shall 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.

26. **Termination:**

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

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

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

b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **LEGACY CONSTRUCTION** is given:

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

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

c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

i. No amount shall be allowed for anticipated profit on unperformed services or other work,

ii. Any payment due to **LEGACY CONSTRUCTION** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **LEGACY CONSTRUCTION's** default.

d. If termination for default is affected by **LEGACY CONSTRUCTION,** or if termination for convenience is affected 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 **LEGACY CONSTRUCTION** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **LEGACY CONSTRUCTION** relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action under Paragraphs above, **LEGACY CONSTRUCTION** shall:

i. Promptly discontinue all affected work (unless the notice directs otherwise),

ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **LEGACY CONSTRUCTION** in performing this Agreement, whether completed or in process.

f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

g. If, after termination for failure of **LEGACY CONSTRUCTION** to fulfill contractual obligations, it is determined that **LEGACY CONSTRUCTION** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

**27. Delays**

a. In the event the services of **LEGACY CONSTRUCTION** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond **LEGACY CONSTRUCTION's** reasonable control, **LEGACY CONSTRUCTION** shall be entitled to additional compensation and time for reasonable documented costs incurred by **LEGACY CONSTRUCTION** in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by **LEGACY CONSTRUCTION**, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

**28. Rights and Benefits**: **LEGACY CONSTRUCTION's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

**29. Dispute Resolution**

a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **LEGACY CONSTRUCTION** 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 **LEGACY CONSTRUCTION** in the performance of this Agreement, and disputes concerning payment.

b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

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

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

iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **LEGACY CONSTRUCTION** 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 **LEGACY CONSTRUCTION**, and the Mayor of CITY OF FAYETTEVILLE or their designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

30. **Sufficient Funds**: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to **LEGACY CONSTRUCTION** for services rendered by **LEGACY CONSTRUCTION**. All parties agree if funding should become insufficient to complete the project, **LEGACY CONSTRUCTION** shall be notified in a timely manner.

31. **Indemnification:** The CITY requires **LEGACY CONSTRUCTION** to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the **LEGACY CONSTRUCTION**, or their employees, agents, Subcontractors, sub consultant and Suppliers of **LEGACY CONSTRUCTION**.

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

33. **Ownership of Documents:**

a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **LEGACY CONSTRUCTION** may retain reproduced copies of drawings and copies of other documents.

b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **LEGACY CONSTRUCTION** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **LEGACY CONSTRUCTION** has been compensated for all Services rendered, provided, however, **LEGACY CONSTRUCTION** shall have the unrestricted right to their use. **LEGACY CONSTRUCTION** 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 **LEGACY CONSTRUCTION**.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **LEGACY CONSTRUCTION** 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.

34. **Additional Responsibilities of LEGACY CONSTRUCTION:**

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **LEGACY CONSTRUCTION** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

b. **LEGACY CONSTRUCTION** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **LEGACY CONSTRUCTION's** negligent performance, except beyond the **LEGACY CONSTRUCTION's** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

c. **LEGACY CONSTRUCTION's** obligations under this clause are in addition to **LEGACY CONSTRUCTION**'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 **LEGACY CONSTRUCTION** for faulty materials, equipment, or work.

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

a. **LEGACY CONSTRUCTION** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.

b. **LEGACY CONSTRUCTION** shall also maintain the financial information and data used by **LEGACY CONSTRUCTION** 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. **LEGACY CONSTRUCTION** will provide proper facilities for such access and inspection.

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

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

   i. Negotiated prime agreements

   ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement

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

      1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **LEGACY CONSTRUCTION**;

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

      3. If the sub agreement is terminated for default or for convenience.

36. **Covenant Against Contingent Fees: LEGACY CONSTRUCTION** 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 continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **LEGACY CONSTRUCTION** 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.

37. **Gratuities:**

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

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

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

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
**Molly Rawn, Mayor**

ATTEST:

By:_____
**Kara Paxton, City Clerk - Treasurer**

Date Signed: _____

LEGACY CONSTRUCTION MANAGEMENT, INC

By: Steve Collier
**Steve Collier, President**

Date Signed: _____

CITY OF FAYETTEVILLE ARKANSAS

**BID TABULATION**

## Bid 25-38, Construction - Underwood Park, Phase 1

DEADLINE: Wednesday, June 4, 2025 at 2:00 PM

Certification of Funds: $3,000,000.00 *($3,750,000.00 total allowed)*

REJECTED - Incomplete

| | | | | Steelworx Industrial Group | | Legacy Construction Management | | CDI Contractors | | Sullivan Contracting Services | | Milestone Construction Company | | Caddell Construction | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Total | $270,559.46 | | $3,628,930.66 | | $4,106,338.99 | | $4,319,202.50 | | $4,251,597.88 | | $4,657,357.63 | |
| Line # | Description | QTY | UOM | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended |
| | **General Requirements** | | | $4,535.00 | | $224,514.16 | | $301,695.26 | | $311,097.46 | | $329,375.55 | | $516,290.28 | |
| 1.1 | Mobilization (Shall not exceed 5% of Total Bid Price) | 1 | ls | $1.00 | $1.00 | $122,923.00 | $122,923.00 | $171,192.89 | $171,192.89 | $80,435.28 | $80,435.28 | $66,655.31 | $66,655.31 | $211,404.47 | $211,404.47 |
| 1.2 | Construction Staking | 1 | ls | $1.00 | $1.00 | $10,517.13 | $10,517.13 | $43,836.76 | $43,836.76 | $14,911.96 | $14,911.96 | $49,600.00 | $49,600.00 | $53,205.70 | $53,205.70 |
| 1.3 | Bonds & Insurance | 1 | ls | $1.00 | $1.00 | $41,647.82 | $41,647.82 | $40,156.84 | $40,156.84 | $161,426.10 | $161,426.10 | $164,428.99 | $164,428.99 | $95,583.41 | $95,583.41 |
| 1.4 | SWPPP | 1 | ls | $1.00 | $1.00 | $20,784.21 | $20,784.21 | $22,228.79 | $22,228.79 | $23,049.42 | $23,049.42 | $23,265.19 | $23,265.19 | $99,443.45 | $99,443.45 |
| 1.5 | Trench and Excavation Safety | 1 | ls | $1.00 | $1.00 | $2,103.43 | $2,103.43 | $1,184.78 | $1,184.78 | $1,228.50 | $1,228.50 | $1,240.00 | $1,240.00 | $6,349.88 | $6,349.88 |
| 1.6 | Tree Protection Fencingand Fencing for Temporary Trail Detour | 3219 | lf | $1.00 | $3,219.00 | $5.26 | $16,931.94 | $4.18 | $13,455.42 | $4.34 | $13,970.46 | $4.38 | $14,099.22 | $4.86 | $15,644.34 |
| 1.7 | Required Construction Fencing along Multi-Use Trail, 6' fence panels | 1200 | lf | $1.00 | $1,200.00 | $6.31 | $7,572.00 | $7.11 | $8,532.00 | $12.44 | $14,928.00 | $7.44 | $8,928.00 | $16.42 | $19,704.00 |
| 1.8 | Temporary Gravel Path for Trail Detour - Compacted Subgrade and Class 7 Base Course | 111 | sy | $1.00 | $111.00 | $18.33 | $2,034.63 | $9.98 | $1,107.78 | $10.34 | $1,147.74 | $10.44 | $1,158.84 | $134.73 | $14,955.03 |
| | **Existing Conditions** | | | $229.00 | | $10,474.83 | | $11,801.16 | | $12,235.91 | | $12,350.42 | | $44,587.53 | |
| 2.1 | Asphalt Street Cut Demo and Haul-Off | 1 | ls | $1.00 | $1.00 | $452.24 | $452.24 | $509.45 | $509.45 | $528.26 | $528.26 | $533.20 | $533.20 | $6,170.50 | $6,170.50 |
| 2.2 | Gravel Path Demo and Stockpile | 128 | cy | $1.00 | $128.00 | $8.38 | $1,072.64 | $9.44 | $1,208.32 | $9.79 | $1,253.12 | $9.88 | $1,264.64 | $52.93 | $6,775.04 |
| 2.3 | Gravel Path Demo and Haul-Off | 18 | cy | $1.00 | $18.00 | $20.59 | $370.62 | $23.20 | $417.60 | $24.05 | $432.90 | $24.28 | $437.04 | $338.39 | $6,091.02 |
| 2.4 | Asphalt Sidewalk Demo and Haul-Off | 76 | cy | $1.00 | $76.00 | $41.93 | $3,186.68 | $47.24 | $3,590.24 | $48.98 | $3,722.48 | $49.44 | $3,757.44 | $116.26 | $8,835.76 |
| 2.5 | Demo Existing & Dispose of Existing Storm Structure | 1 | ls | $1.00 | $1.00 | $475.90 | $475.90 | $536.70 | $536.70 | $555.90 | $555.90 | $561.10 | $561.10 | $6,193.56 | $6,193.56 |
| 2.6 | Site Prep - Clearing and Grubbing | 5 | ac | $1.00 | $5.00 | $983.35 | $4,916.75 | $1,107.77 | $5,538.85 | $1,148.65 | $5,743.25 | $1,159.40 | $5,797.00 | $2,104.33 | $10,521.65 |
| | **Concrete** | | | $5,221.00 | | $271,000.57 | | $470,465.34 | | $487,813.98 | | $315,665.55 | | $443,505.82 | |
| 3.1 | Concrete Pavement, with 6" base course | 899 | sy | $1.00 | $899.00 | $72.82 | $65,465.18 | $110.63 | $99,456.37 | $114.72 | $103,133.28 | $96.17 | $86,456.83 | $100.16 | $90,043.84 |
| 3.2 | Concrete Sidewalk, with 4" base course. | 1873 | sy | $1.00 | $1,873.00 | $68.34 | $128,000.82 | $97.53 | $182,673.69 | $101.13 | $189,416.49 | $73.64 | $137,927.72 | $98.90 | $185,239.70 |
| 3.3 | Standard Curb & Gutter, does not include base course. (Base Course is included in Asphalt Paving Geogrid Section with Overbuild) | 1007 | lf | $1.00 | $1,007.00 | $27.34 | $27,531.38 | $59.17 | $59,584.19 | $61.35 | $61,779.45 | $33.31 | $33,543.17 | $46.18 | $46,503.26 |
| 3.4 | Concrete Ribbon Curb around parking lot, does not include base course. (Base Course is included in Asphalt Paving Geogrid Section with Overbuild) | 947 | lf | $1.00 | $947.00 | $26.67 | $25,256.49 | $64.17 | $60,768.99 | $66.54 | $63,013.38 | $28.55 | $27,036.85 | $33.73 | $31,942.31 |
| 3.5 | Concrete Ribbon Curb adjacent to greenspace, with base course | 249 | lf | $1.00 | $249.00 | $27.34 | $6,807.66 | $82.50 | $20,542.50 | $85.54 | $21,299.46 | $29.50 | $7,345.50 | $59.91 | $14,917.59 |
| 3.6 | Modified Curb and Gutter, with Base Course | 78 | lf | $1.00 | $78.00 | $26.67 | $2,080.26 | $136.02 | $10,609.56 | $141.04 | $11,001.12 | $30.83 | $2,404.74 | $98.57 | $7,688.46 |
| 3.7 | Mountable Curb & Gutter, does not include base course. | 54 | lf | $1.00 | $54.00 | $27.34 | $1,476.36 | $144.93 | $7,826.22 | $150.28 | $8,115.12 | $30.46 | $1,644.84 | $139.93 | $7,556.22 |
| 3.8 | Elevated Sidewalks, with Base Course | 6 | cy | $1.00 | $6.00 | $1,166.95 | $7,001.70 | $2,727.79 | $16,366.74 | $2,825.34 | $16,952.04 | $1,783.59 | $10,701.54 | $6,314.68 | $37,888.08 |
| 3.9 | 4" Concrete slab on grade below large prefabricated pavilion, with base course | 108 | sy | $1.00 | $108.00 | $68.34 | $7,380.72 | $117.01 | $12,637.08 | $121.33 | $13,103.64 | $79.67 | $8,604.36 | $201.17 | $21,726.36 |

| | Specialties | | | $122.00 | | $199,507.49 | | $256,502.91 | | $311,124.94 | | $300,311.12 | | $290,244.36 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4.1 | Monument Sign | 1 | ls | $1.00 | $1.00 | $22,034.43 | $22,034.43 | $31,107.51 | $31,107.51 | $31,558.94 | $31,558.94 | $27,016.12 | $27,016.12 | $28,279.75 | $28,279.75 |
| 4.2 | Large Prefabricated Pavilion - 24'x34', powder coated steel framing, concrete footings, and metal roofing | 1 | ls | $1.00 | $1.00 | $65,256.67 | $65,256.67 | $76,454.86 | $76,454.86 | $74,229.48 | $74,229.48 | $88,975.32 | $88,975.32 | $67,895.98 | $67,895.98 |
| 4.3 | 15'X20' Monoslope Shelter | 2 | ea | $1.00 | $2.00 | $30,112.64 | $60,225.28 | $37,486.35 | $74,972.70 | $49,780.90 | $99,561.80 | $42,824.81 | $85,649.62 | $28,628.93 | $57,257.86 |
| 4.4 | Picnic Tables - 8' long ADA accessible metal slatted, surface mounted picnic tables with surface mounted benches | 4 | ea | $1.00 | $4.00 | $1,678.53 | $6,714.12 | $4,146.72 | $16,586.88 | $9,808.84 | $39,235.36 | $9,900.65 | $39,602.60 | $9,616.44 | $38,465.76 |
| 4.5 | Benches - Install Only, Material Provided by Owner | 8 | ea | $1.00 | $8.00 | $368.10 | $2,944.80 | $414.67 | $3,317.36 | $429.98 | $3,439.84 | $845.12 | $6,760.96 | $1,414.80 | $11,318.40 |
| 4.6 | Bike Racks - Install Only, Material Provided by Owner | 8 | ea | $1.00 | $8.00 | $262.93 | $2,103.44 | $177.72 | $1,421.76 | $184.28 | $1,474.24 | $180.48 | $1,443.84 | $987.89 | $7,903.12 |
| 4.7 | Wheelstops - Install Only, Material Provided by Owner | 45 | ea | $1.00 | $45.00 | $57.84 | $2,602.80 | $118.48 | $5,331.60 | $122.85 | $5,528.25 | $124.00 | $5,580.00 | $399.00 | $17,955.00 |
| 4.8 | Bollards | 8 | ea | $1.00 | $8.00 | $723.32 | $5,786.56 | $2,429.24 | $19,433.92 | $2,518.89 | $20,151.12 | $1,238.33 | $9,906.64 | $2,149.46 | $17,195.68 |
| 4.9 | Trash Cans - Install Only, Material Provided by Owner | 7 | ea | $1.00 | $7.00 | $683.61 | $4,785.27 | $186.18 | $1,303.26 | $193.05 | $1,351.35 | $328.66 | $2,300.62 | $1,090.21 | $7,631.47 |
| 4.10 | Rapid Flashing Beacons | 2 | ea | $1.00 | $2.00 | $9,688.38 | $19,376.76 | $7,671.43 | $15,342.86 | $9,828.00 | $19,656.00 | $2,324.54 | $4,649.08 | $6,708.63 | $13,417.26 |
| 4.11 | ADA Handrail | 36 | lf | $1.00 | $36.00 | $213.26 | $7,677.36 | $311.95 | $11,230.20 | $414.96 | $14,938.56 | $789.62 | $28,426.32 | $636.78 | $22,924.08 |
| | **Electrical** | | | **$104,034.46** | | **$222,309.20** | | **$180,367.50** | | **$327,525.83** | | **$221,861.53** | | **$189,756.73** | |
| 5.1 | Electrical Secondary Service Line. 1-1/2" Conduit & Wire. Some materials provided by owner, reference Attachment B. | 1194 | lf | $8.44 | $10,077.36 | $41.33 | $49,348.02 | $15.64 | $18,674.16 | $36.86 | $44,010.84 | $41.62 | $49,694.28 | $13.36 | $15,951.84 |
| 5.2 | Electrical Primary Service Line | 352 | lf | $12.50 | $4,400.00 | $44.96 | $15,825.92 | $7.00 | $2,464.00 | $110.57 | $38,920.64 | $44.15 | $15,540.80 | $44.04 | $15,502.08 |
| 5.3 | Electrical Pull-Boxes, Owner Provided, Contractor Installed | 6 | ea | $163.86 | $983.16 | $2,000.70 | $12,004.20 | $177.52 | $1,065.12 | $122.85 | $737.10 | $1,758.53 | $10,551.18 | $1,682.16 | $10,092.96 |
| 5.4 | Transformer Pad, Meter Can, Rough-In | 1 | ea | $1,839.89 | $1,839.89 | $3,769.34 | $3,769.34 | $3,623.05 | $3,623.05 | $3,071.25 | $3,071.25 | $4,847.89 | $4,847.89 | $12,857.10 | $12,857.10 |
| 5.5 | Connect Site Lighting to Prefabricated Building Electric Panel | 1 | ea | $919.95 | $919.95 | $7,695.38 | $7,695.38 | $7,452.25 | $7,452.25 | $14,742.00 | $14,742.00 | $7,706.60 | $7,706.60 | $23,535.61 | $23,535.61 |
| 5.6 | Visionaire VSX-1-T5LR Light Poles with RTAP 30ft Pole and foundation | 2 | ea | $7,151.00 | $14,302.00 | $11,326.42 | $22,652.84 | $14,892.06 | $29,784.12 | $20,884.50 | $41,769.00 | $11,320.69 | $22,641.38 | $12,101.82 | $24,203.64 |
| 5.7 | Visionaire VSX-1-T3 Light Poles with RTAP 30ft Pole and foundation | 10 | ea | $7,151.21 | $71,512.10 | $11,101.35 | $111,013.50 | $11,730.48 | $117,304.80 | $18,427.50 | $184,275.00 | $11,087.94 | $110,879.40 | $8,761.35 | $87,613.50 |
| | **Earthwork** | | | **$60,903.00** | | **$345,478.42** | | **$399,461.63** | | **$355,054.84** | | **$247,809.34** | | **$438,552.68** | |
| 6.1 | Strip 6" Topsoil and Stockpile On-Site | 21807 | sy | $1.00 | $21,807.00 | $3.28 | $71,526.96 | $3.64 | $79,377.48 | $3.77 | $82,212.39 | $3.81 | $83,084.67 | $5.85 | $127,570.95 |
| 6.2 | Non-Structural Cut to Fill | 708 | cy | $1.00 | $708.00 | $19.13 | $13,544.04 | $19.88 | $14,075.04 | $20.61 | $14,591.88 | $20.81 | $14,733.48 | $25.29 | $17,905.32 |
| 6.3 | Undercut Unsuitable Soil & Use for Non-Structural Fill | 1490 | cy | $1.00 | $1,490.00 | $13.42 | $19,995.80 | $14.32 | $21,336.80 | $14.85 | $22,126.50 | $14.99 | $22,335.10 | $16.24 | $24,197.60 |
| 6.4 | Undercut Unsuitable & Dispose of Off-Site | 2099 | cy | $1.00 | $2,099.00 | $21.00 | $44,079.00 | $23.09 | $48,465.91 | $23.94 | $50,250.06 | $24.17 | $50,732.83 | $22.71 | $47,668.29 |
| 6.5 | Compacted Import Select Fill | 4749 | cy | $1.00 | $4,749.00 | $20.06 | $95,264.94 | $22.34 | $106,092.66 | $23.17 | $110,034.33 | $2.32 | $11,017.68 | $20.54 | $97,544.46 |
| 6.6 | Fine Grade & Compact Subgrade | 6078 | sy | $1.00 | $6,078.00 | $3.88 | $23,582.64 | $4.18 | $25,406.04 | $4.34 | $26,378.52 | $3.97 | $24,129.66 | $4.56 | $27,715.68 |
| 6.7 | Fine Grade Disturbed Greenspace | 11486 | sy | $1.00 | $11,486.00 | $1.86 | $21,363.96 | $2.96 | $33,998.56 | $0.88 | $10,107.68 | $0.89 | $10,222.54 | $2.22 | $25,498.92 |
| 6.8 | Spread 4" Topsoil from On-Site Stockpile in Disturbed Greenspace | 11486 | sy | $1.00 | $11,486.00 | $2.78 | $31,931.08 | $3.99 | $45,829.14 | $1.18 | $13,553.48 | $0.83 | $9,533.38 | $3.11 | $35,721.46 |
| 6.9 | Undercut Unsuitable & Dispose of Off-Site (if needed beyond design section) | 500 | cy | $1.00 | $500.00 | $25.98 | $12,990.00 | $26.89 | $13,445.00 | $27.89 | $13,945.00 | $20.11 | $10,055.00 | $34.73 | $17,365.00 |
| 6.10 | Compacted Import Select Fill (if needed beyond design section) | 500 | cy | $1.00 | $500.00 | $22.40 | $11,200.00 | $22.87 | $11,435.00 | $23.71 | $11,855.00 | $23.93 | $11,965.00 | $34.73 | $17,365.00 |

| | Exterior Improvements | | | $85,623.00 | | $1,076,583.98 | | $1,140,747.71 | | $1,219,527.24 | | $1,186,825.70 | | $1,467,601.76 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 7.1 | Pavement Prep Section - Two (2) Layers Geogrid and 12" of class 7 base course compacted in place, below asphalt pavement, concrete pavement, standard curb, ribbon curb, and mountable curb for driveway, parking stalls, trail crossing, and parking lot. Includes 2ft overbuild. | 11203 | sy | $1.00 | $11,203.00 | $38.10 | $426,834.30 | $41.64 | $466,492.92 | $43.18 | $483,745.54 | $43.36 | $485,762.08 | $43.55 | $487,890.65 |
| 7.2 | 3" Standard Duty Aphalt Concrete Hot Mix Surface Course (Superpave), with 6" base course | 3841 | sy | $1.00 | $3,841.00 | $38.41 | $147,532.81 | $40.80 | $156,712.80 | $42.31 | $162,512.71 | $42.71 | $164,049.11 | $40.53 | $155,675.73 |
| 7.3 | 4" deep river stone strip along ribbon curb, with metal edging | 72 | sy | $1.00 | $72.00 | $65.77 | $4,735.44 | $67.30 | $4,845.60 | $81.58 | $5,873.76 | $78.33 | $5,639.76 | $3,001.00 | $216,072.00 |
| 7.4 | Pickleball Courts - Includes Vapor Barrier, Base Course, Post-Tension Concrete and Reinforcement, Surfacing, Striping, Install of Nets. Nets provided by owner. Does not include earthwork, fencing, or lighting. | 10792 | sf | $1.00 | $10,792.00 | $18.52 | $199,867.84 | $23.96 | $258,576.32 | $21.19 | $228,682.48 | $23.04 | $248,647.68 | $16.32 | $176,125.44 |
| 7.5 | Basketball Courts - Includes base course, concrete, striping, install of goals. Goals provided by owner. Does not include earthwork, fencing, or lighting. | 1160 | sf | $1.00 | $1,160.00 | $10.04 | $11,646.40 | $15.64 | $18,142.40 | $17.58 | $20,392.80 | $10.92 | $12,667.20 | $29.76 | $34,521.60 |
| 7.6 | Perimeter Court Fencing | 400 | lf | $1.00 | $400.00 | $90.51 | $36,204.00 | $71.57 | $28,628.00 | $99.48 | $39,792.00 | $64.20 | $25,680.00 | $63.01 | $25,204.00 |
| 7.7 | 2" Caliper Trees | 60 | ea | $1.00 | $60.00 | $510.66 | $30,639.60 | $640.51 | $38,430.60 | $623.19 | $37,391.40 | $586.44 | $35,186.40 | $648.12 | $38,887.20 |
| 7.8 | Plants - 2" Plugs | 6244 | ea | $1.00 | $6,244.00 | $13.50 | $84,294.00 | $4.67 | $29,159.48 | $8.51 | $53,136.44 | $8.02 | $50,076.88 | $9.96 | $62,190.24 |
| 7.9 | Bermuda Grass Seed | 36654 | sf | $1.00 | $36,654.00 | $0.12 | $4,398.48 | $0.21 | $7,697.34 | $0.26 | $9,530.04 | $0.24 | $8,796.96 | $0.37 | $13,561.98 |
| 7.10 | Bermuda Sod | 4693 | sy | $1.00 | $4,693.00 | $5.45 | $25,576.85 | $7.61 | $35,713.73 | $5.44 | $25,529.92 | $5.00 | $23,465.00 | $6.52 | $30,598.36 |
| 7.11 | Prairie Seed Mix | 7003 | sf | $1.00 | $7,003.00 | $2.71 | $18,978.13 | $0.94 | $6,582.82 | $1.15 | $8,053.45 | $1.10 | $7,703.30 | $0.98 | $6,862.94 |
| 7.12 | Fire Lane – No Parking Signs, Supply and Install | 11 | ea | $1.00 | $11.00 | $157.76 | $1,735.36 | $236.96 | $2,606.56 | $767.81 | $8,445.91 | $1.86 | $20.46 | $1,304.55 | $14,350.05 |
| 7.13 | Striping - Parking Stalls | 1520 | lf | $1.00 | $1,520.00 | $0.48 | $729.60 | $1.18 | $1,793.60 | $6.11 | $9,287.20 | $1.24 | $1,884.80 | $6.98 | $10,609.60 |
| 7.14 | Striping - Centerline | 1094 | lf | $1.00 | $1,094.00 | $0.48 | $525.12 | $2.37 | $2,592.78 | $6.09 | $6,662.46 | $2.48 | $2,713.12 | $12.26 | $13,412.44 |
| 7.15 | Striping - 24" Crosswalk | 30 | lf | $1.00 | $30.00 | $21.45 | $643.50 | $158.76 | $4,762.80 | $196.56 | $5,896.80 | $166.16 | $4,984.80 | $618.08 | $18,542.40 |
| 7.16 | Signs - Install Only, Posts and Signs Provided by Owner | 18 | ea | $1.00 | $18.00 | $78.88 | $1,419.84 | $296.19 | $5,331.42 | $491.40 | $8,845.20 | $310.00 | $5,580.00 | $659.99 | $11,879.82 |
| 7.17 | Truncated Domes | 136 | sf | $1.00 | $136.00 | $27.61 | $3,754.96 | $75.71 | $10,296.56 | $78.50 | $10,676.00 | $46.42 | $6,313.12 | $168.21 | $22,876.56 |
| 7.18 | Decorative Dry Stack Stone Wall, 3.5ft tall | 165 | lf | $1.00 | $165.00 | $314.37 | $51,871.05 | $220.56 | $36,392.40 | $384.10 | $63,376.50 | $371.43 | $61,285.95 | $355.20 | $58,608.00 |
| 7.19 | Crushed Stone Path, with raw steel edging | 269 | sy | $1.00 | $269.00 | $38.09 | $10,246.21 | $38.54 | $10,367.26 | $45.54 | $12,250.26 | $43.70 | $11,755.30 | $59.30 | $15,951.70 |
| 7.20 | 1" Caliper Trees | 9 | ea | $1.00 | $9.00 | $494.54 | $4,450.86 | $265.76 | $2,391.84 | $439.94 | $3,959.46 | $419.22 | $3,772.98 | $1,003.70 | $9,033.30 |
| 7.21 | Plants – 3 gal | 8 | ea | $1.00 | $8.00 | $63.63 | $509.04 | $60.87 | $486.96 | $93.17 | $745.36 | $88.00 | $704.00 | $793.95 | $6,351.60 |
| 7.22 | Striping - Standard Raised Concrete Trail Crosswalk | 1 | ea | $1.00 | $1.00 | $3,680.99 | $3,680.99 | $4,146.72 | $4,146.72 | $5,827.95 | $5,827.95 | $4,340.00 | $4,340.00 | $5,729.75 | $5,729.75 |
| 7.23 | Custom Concrete Stamp | 240 | sf | $1.00 | $240.00 | $26.29 | $6,309.60 | $35.82 | $8,596.80 | $37.14 | $8,913.60 | $65.82 | $15,796.80 | $136.11 | $32,666.40 |
| | **Restroom** | | | **$1.00** | | **$265,272.43** | | **$187,164.00** | | **$158,601.81** | | **$179,667.38** | | **$150,461.80** | |
| 8.1 | CXT Denali Prefab Restroom or Romtec 2022. Includes underslab rough-in and final connection to building by a locally licensed plumber. Includes connecting power to premanufactured building panel by a locally licensed electrician. In-wall rough-in by premanufactured building supplier. | 1 | ls | $1.00 | $1.00 | $265,272.43 | $265,272.43 | $187,164.00 | $187,164.00 | $158,601.81 | $158,601.81 | $179,667.38 | $179,667.38 | $150,461.80 | $150,461.80 |
| | **Playground** | | | **$6,324.00** | | **$736,903.95** | | **$831,695.90** | | **$848,376.87** | | **$1,064,220.30** | | **$685,138.40** | |
| 9.1 | Boardwalk (NSTreehouses) | 1066 | sf | $1.00 | $1,066.00 | $46.14 | $49,185.24 | $50.31 | $53,630.46 | $52.17 | $55,613.22 | $52.66 | $56,135.56 | $52.17 | $55,613.22 |
| 9.2 | Boardwalk Netting and Installation (NSTreehouses) | 1 | ls | $1.00 | $1.00 | $11,434.87 | $11,434.87 | $12,882.08 | $12,882.08 | $13,357.01 | $13,357.01 | $13,482.05 | $13,482.05 | $16,874.19 | $16,874.19 |
| 9.3 | Kompan Playground Equipment & Install plus freight (includes: 9' swings with 6 standard seats, 2 toddler, 1 duo swing seat, 1 accessible swing, spinner, giant rope swing, double zipline, zipline platforms, 4 person seesaw, cocowave pendulum swing) | 1 | ls | $1.00 | $1.00 | $168,326.59 | $168,326.59 | $189,623.59 | $189,623.59 | $196,621.40 | $196,621.40 | $198,461.98 | $198,461.98 | $169,780.98 | $169,780.98 |
| 9.4 | EWF Surface Fill | 3840 | sf | $1.00 | $3,840.00 | $6.19 | $23,769.60 | $6.97 | $26,764.80 | $3.28 | $12,595.20 | $26.62 | $102,220.80 | $25.93 | $99,571.20 |
| 9.5 | Bonded Rubber Mulch Surface | 1408 | sf | $1.00 | $1,408.00 | $32.92 | $46,351.36 | $37.08 | $52,208.64 | $39.26 | $55,278.08 | $103.26 | $145,390.08 | $89.43 | $125,917.44 |
| 9.6 | Kompan Robinia Tower | 1 | ls | $1.00 | $1.00 | $358,643.79 | $358,643.79 | $404,019.69 | $404,019.69 | $418,929.93 | $418,929.93 | $422,851.53 | $422,851.53 | $98,944.81 | $98,944.81 |
| 9.7 | Bodark Benches, finishing and placement | 3 | ea | $1.00 | $3.00 | $2,014.24 | $6,042.72 | $3,781.81 | $11,345.43 | $3,921.37 | $11,764.11 | $3,958.08 | $11,874.24 | $4,301.58 | $12,904.74 |
| 9.8 | Birds Nest, Tower Climbers, Balance Logs and Stepping Stumps, (NST Treehouses) | 1 | ls | $1.00 | $1.00 | $41,598.39 | $41,598.39 | $45,677.90 | $45,677.90 | $47,363.10 | $47,363.10 | $47,806.46 | $47,806.46 | $45,247.60 | $45,247.60 |
| 9.9 | mounds with tunnels - Forever Lawn | 3 | ea | $1.00 | $3.00 | $10,517.13 | $31,551.39 | $11,847.77 | $35,543.31 | $12,284.94 | $36,854.82 | $21,999.20 | $65,997.60 | $20,094.74 | $60,284.22 |

| | Utilities | | | $3,567.00 | | $276,885.63 | | $326,437.58 | | $287,843.62 | | $393,510.99 | | $431,218.27 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10.1 | 18" Nyoplast Drainage Basins with Dome Grates | 3 | ea | $1.00 | $3.00 | $3,216.20 | $9,648.60 | $3,228.20 | $9,684.60 | $3,346.72 | $10,040.16 | $3,203.73 | $9,611.19 | $4,702.76 | $14,108.28 |
| 10.2 | 12" Nyoplast Drainage Basins with Dome Grates | 4 | ea | $1.00 | $4.00 | $2,232.41 | $8,929.64 | $1,922.14 | $7,688.56 | $1,993.07 | $7,972.28 | $1,970.87 | $7,883.48 | $3,095.36 | $12,381.44 |
| 10.3 | 8" Nyoplast Drainage Basins with Dome Grates | 6 | ea | $1.00 | $6.00 | $1,024.07 | $6,144.42 | $1,153.64 | $6,921.84 | $1,196.22 | $7,177.32 | $1,099.87 | $6,599.22 | $1,953.02 | $11,718.12 |
| 10.4 | 4'x4' Junction Box with Dome Grate | 2 | ea | $1.00 | $2.00 | $11,552.64 | $23,105.28 | $11,237.14 | $22,474.28 | $11,651.83 | $23,303.66 | $7,606.05 | $15,212.10 | $12,586.59 | $25,173.18 |
| 10.5 | 6" Perforated HDPE | 89 | lf | $1.00 | $89.00 | $39.86 | $3,547.54 | $44.90 | $3,996.10 | $46.56 | $4,143.84 | $35.56 | $3,164.84 | $103.23 | $9,187.47 |
| 10.6 | 8" HDPE | 164 | lf | $1.00 | $164.00 | $36.52 | $5,989.28 | $41.14 | $6,746.96 | $42.65 | $6,994.60 | $39.34 | $6,451.76 | $70.53 | $11,566.92 |
| 10.7 | 12" HDPE Drainage Pipe | 388 | lf | $1.00 | $388.00 | $38.17 | $14,809.96 | $43.00 | $16,684.00 | $44.58 | $17,297.04 | $44.24 | $17,165.12 | $51.96 | $20,160.48 |
| 10.8 | 24" HDPE Drainage Pipe | 140 | lf | $1.00 | $140.00 | $72.26 | $10,116.40 | $81.41 | $11,397.40 | $84.41 | $11,817.40 | $90.02 | $12,602.80 | $111.35 | $15,589.00 |
| 10.9 | Core 24" Into Existing Storm Junction Box & Grout Outlet Pipe | 1 | ea | $1.00 | $1.00 | $2,103.43 | $2,103.43 | $3,554.33 | $3,554.33 | $2,457.00 | $2,457.00 | $1,483.56 | $1,483.56 | $7,779.75 | $7,779.75 |
| 10.10 | 29"x45" concrete box culverts | 178 | lf | $1.00 | $178.00 | $255.88 | $45,546.64 | $248.33 | $44,202.74 | $257.49 | $45,833.22 | $282.38 | $50,263.64 | $247.03 | $43,971.34 |
| 10.11 | 6x2 concrete box culverts | 57 | lf | $1.00 | $57.00 | $902.07 | $51,417.99 | $974.63 | $55,553.91 | $1,010.60 | $57,604.20 | $1,246.73 | $71,063.61 | $943.72 | $53,792.04 |
| 10.12 | concrete headwalls, wingwalls, and level spreader | 7 | cy | $1.00 | $7.00 | $585.35 | $4,097.45 | $1,777.17 | $12,440.19 | $1,228.50 | $8,599.50 | $916.54 | $6,415.78 | $4,624.36 | $32,370.52 |
| 10.13 | concrete aprons | 2 | cy | $1.00 | $2.00 | $500.09 | $1,000.18 | $2,369.55 | $4,739.10 | $114.72 | $229.44 | $778.58 | $1,557.16 | $4,992.78 | $9,985.56 |
| 10.14 | 29"x45" HERCP Flared End Section | 4 | ea | $1.00 | $4.00 | $2,629.28 | $10,517.12 | $2,961.94 | $11,847.76 | $3,071.25 | $12,285.00 | $3,889.91 | $15,559.64 | $4,153.81 | $16,615.24 |
| 10.15 | 1" tapping sleeve & corp stop, tubing to meter setter, meter setter, and meter box, with install. Meter to be provided and installed by the City of Fayetteville Utilities Department. Impact fees by owner. Application for meter and coordination with water department by contractor. | 2 | ea | $1.00 | $2.00 | $9,465.41 | $18,930.82 | $14,809.72 | $29,619.44 | $3,071.25 | $6,142.50 | $22,688.90 | $45,377.80 | $28,000.75 | $56,001.50 |
| 10.18 | 1" Irrigation RPZ and Backflow Preventer. Backflow Preventer provided by owner. | 1 | ea | $1.00 | $1.00 | $3,680.99 | $3,680.99 | $888.58 | $888.58 | $1,348.82 | $1,348.82 | $1,361.45 | $1,361.45 | $17,004.00 | $17,004.00 |
| 10.19 | 1" Domestic RPZ and Backflow Preventer and Frost-Free Enclosure, with heat trace. Backflow Preventer provided by owner. | 1 | ea | $1.00 | $1.00 | $3,680.99 | $3,680.99 | $4,146.72 | $4,146.72 | $13,513.50 | $13,513.50 | $6,419.67 | $6,419.67 | $10,000.00 | $10,000.00 |
| 10.20 | 1 1/2" Domestic Water Line | 963 | lf | $1.00 | $963.00 | $13.67 | $13,164.21 | $15.40 | $14,830.20 | $30.71 | $29,573.73 | $24.71 | $23,795.73 | $26.83 | $25,837.29 |
| 10.21 | 1 1/2" Irrigation Lines | 1398 | lf | $1.00 | $1,398.00 | $2.63 | $3,676.74 | $8.47 | $11,841.06 | $4.56 | $6,374.88 | $24.71 | $34,544.58 | $5.73 | $8,010.54 |
| 10.22 | Irrigation Hose Bibs, with boxes | 11 | ea | $1.00 | $11.00 | $63.11 | $694.21 | $593.68 | $6,530.48 | $323.29 | $3,556.19 | $355.98 | $3,915.78 | $454.55 | $5,000.05 |
| 10.23 | 4" PVC SS Service | 145 | lf | $1.00 | $145.00 | $82.03 | $11,894.35 | $92.41 | $13,399.45 | $36.86 | $5,344.70 | $213.28 | $30,925.60 | $98.97 | $14,350.65 |
| 10.24 | Core into existing manhole and grout connection, with exterior drop | 1 | ea | $1.00 | $1.00 | $24,189.39 | $24,189.39 | $27,249.88 | $27,249.88 | $6,234.64 | $6,234.64 | $22,136.48 | $22,136.48 | $10,614.90 | $10,614.90 |
| | Deductive Alternate 1 - Not Used | | | -$261.00 | | -$97,732.13 | | -$79,109.05 | | -$130,035.67 | | -$185,133.41 | | -$98,564.83 | |
| | Deductive Alternate 2 - Not Used | | | -$1,058.00 | | -$96,680.36 | | -$106,550.63 | | -$137,366.12 | | -$137,141.47 | | -$2,258,901.75 | |
| | Deductive Alternate 3 - Not Used | | | -$1,321.00 | | -$382,278.25 | | -$386,865.56 | | -$540,863.47 | | -$509,563.64 | | -$174,324.16 | |

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

Trevel Young 6/6/25

Trevel Young, Procurement Agent

Kfitch 6/6/25

Kenny Fitch, Sr. Procurement Agent

CITY OF FAYETTEVILLE ARKANSAS

# Bid 25-38 Addendum 6

# Legacy Construction Management, Inc

# Supplier Response

Appendix C
Bid 25-38, Construction - Underwood Park - Phase 1
Legacy Construction's Submittal

## Event Information

Number: Bid 25-38 Addendum 6
Title: Construction - Underwood Park, Phase 1
Type: Invitation to Bid
Issue Date: 4/20/2025
Deadline: 6/4/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of Phase 1 for Underwood Park. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

## Contact Information

Contact: Kenny Fitch - Sr Procurement Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: (479) 575-8258
Email: kfitch@fayetteville-ar.gov

## Legacy Construction Management, Inc Information

Contact: Steve Collier
Address: 3733 Wildcat Creek Blvd
Fayetteville, AR 72704, AR 72704
Phone: (479) 841-0877
Email: scollier@legacy-const.com

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

Steve Collier
*Signature*

scollier@legacy-const.com
*Email*

*Submitted at 6/4/2025 01:31:57 PM (CT)*

## Requested Attachments

### Signature Forms for Bid 25-38

Bid Form.pdf

Please attach your completed forms. These documents can be found in FILE #01 - Project Manual in the Attachments tab. Please be sure to include ALL required information stated in the Project Manual.

### Bid Bond for Bid 25-38

Bid Bond.pdf

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

## Bid Attributes

| | |
|---|---|
| 1 | **Arkansas Secretary of State Filing Number:**<br>81-5151498 SAM # - ZGCKYMGBFYC7 / 9MGZ9 |
| 2 | **Arkansas Contractor License Number:**<br>*Contractor's License must have a classification relating to the scope of this project.*<br>0372390525 |
| 3 | **Check Yes or No:**<br>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.<br>☑ Yes, I agree<br>☐ No, I don't agree |

Bid 25-38 Appendix C Construction - Underwood Park - Phase 1 Legacy Construction's Submittal

**4** **Check Yes or No:**

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

☑ Yes, I agree

☐ No, I don't agree

**5** **Addendum Acknowledgement:**

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

☑ I agree

## Bid Lines

**1** **Package Header**

General Requirements

Quantity: 1 UOM: EA Total: $224,514.16

**Package Items**

**1.1** Mobilization (Shall not exceed 5% of Total Bid Price)

Quantity: 1 UOM: ls Price: $122,923.00 Total: $122,923.00

**1.2** Construction Staking

Quantity: 1 UOM: ls Price: $10,517.13 Total: $10,517.13

**1.3** Bonds & Insurance

Quantity: 1 UOM: ls Price: $41,647.82 Total: $41,647.82

**1.4** SWPPP

Quantity: 1 UOM: ls Price: $20,784.21 Total: $20,784.21

**1.5** Trench and Excavation Safety

Quantity: 1 UOM: ls Price: $2,103.43 Total: $2,103.43

**1.6** Tree Protection Fencing and Fencing for Temporary Trail Detour

Quantity: 3219 UOM: lf Price: $5.26 Total: $16,931.94

**1.7** Required Construction Fencing along Multi-Use Trail, 6’ fence panels

Quantity: 1200 UOM: lf Price: $6.31 Total: $7,572.00

**1.8** Temporary Gravel Path for Trail Detour - Compacted Subgrade and Class 7 Base Course

Quantity: 111 UOM: sy Price: $18.33 Total: $2,034.63

**2** **Package Header**

Existing Conditions

Quantity: 1 UOM: EA Total: $10,474.83

Appendix C
Bid 25-38, Construction -
Underwood Park - Phase 1
Legacy Construction's Submittal

### Package Items

**2.1** Asphalt Street Cut Demo and Haul-Off

Quantity: 1 UOM: ls Price: $452.24 Total: $452.24

**2.2** Gravel Path Demo and Stockpile

Quantity: 128 UOM: cy Price: $8.38 Total: $1,072.64

**2.3** Gravel Path Demo and Haul-Off

Quantity: 18 UOM: cy Price: $20.59 Total: $370.62

**2.4** Asphalt Sidewalk Demo and Haul-Off

Quantity: 76 UOM: cy Price: $41.93 Total: $3,186.68

**2.5** Demo Existing & Dispose of Existing Storm Structure

Quantity: 1 UOM: ls Price: $475.90 Total: $475.90

**2.6** Site Prep - Clearing and Grubbing

Quantity: 5 UOM: ac Price: $983.35 Total: $4,916.75

## 3 Package Header

Concrete

Quantity: 1 UOM: EA Total: $271,000.57

### Package Items

**3.1** Concrete Pavement, with 6" base course

Quantity: 899 UOM: sy Price: $72.82 Total: $65,465.18

**3.2** Concrete Sidewalk, with 4" base course.

Quantity: 1873 UOM: sy Price: $68.34 Total: $128,000.82

**3.3** Standard Curb & Gutter, does not include base course. (Base Course is included in Asphalt Paving Geogrid Section with Overbuild)

Quantity: 1007 UOM: lf Price: $27.34 Total: $27,531.38

**3.4** Concrete Ribbon Curb around parking lot, does not include base course. (Base Course is included in Asphalt Paving Geogrid Section with Overbuild)

Quantity: 947 UOM: lf Price: $26.67 Total: $25,256.49

**3.5** Concrete Ribbon Curb adjacent to greenspace, with base course

Quantity: 249 UOM: lf Price: $27.34 Total: $6,807.66

**3.6** Modified Curb and Gutter, with Base Course

Quantity: 78 UOM: lf Price: $26.67 Total: $2,080.26

**3.7** Mountable Curb & Gutter, does not include base course.

Quantity: 54 UOM: lf Price: $27.34 Total: $1,476.36

**3.8** Elevated Sidewalks, with Base Course

Quantity: 6 UOM: cy Price: $1,166.95 Total: $7,001.70

**3.9** 4" Concrete slab on grade below large prefabricated pavilion, with base course

Quantity: 108 UOM: sy Price: $68.34 Total: $7,380.72

Appendix C
Bid 25-38, Construction - Underwood Park - Phase 1
Legacy Construction's Submittal

## 4 Package Header

Specialties

Quantity: 1 UOM: EA Total: $199,507.49

### Package Items

**4.1** Monument Sign

Quantity: 1 UOM: ls Price: $22,034.43 Total: $22,034.43

**4.2** Large Prefabricated Pavilion - 24'x34', powder coated steel framing, concrete footings, and metal roofing

Quantity: 1 UOM: ls Price: $65,256.67 Total: $65,256.67

**4.3** 15'X20' Monoslope Shelter

Quantity: 2 UOM: ea Price: $30,112.64 Total: $60,225.28

**4.4** Picnic Tables - 8' long ADA accessible metal slatted, surface mounted picnic tables with surface mounted benches

Quantity: 4 UOM: ea Price: $1,678.53 Total: $6,714.12

**4.5** Benches - Install Only, Material Provided by Owner

Quantity: 8 UOM: ea Price: $368.10 Total: $2,944.80

**4.6** Bike Racks - Install Only, Material Provided by Owner

Quantity: 8 UOM: ea Price: $262.93 Total: $2,103.44

**4.7** Wheelstops - Install Only, Material Provided by Owner

Quantity: 45 UOM: ea Price: $57.84 Total: $2,602.80

**4.8** Bollards

Quantity: 8 UOM: ea Price: $723.32 Total: $5,786.56

**4.9** Trash Cans - Install Only, Material Provided by Owner

Quantity: 7 UOM: ea Price: $683.61 Total: $4,785.27

**4.10** Rapid Flashing Beacons

Quantity: 2 UOM: ea Price: $9,688.38 Total: $19,376.76

**4.11** ADA Handrail

Quantity: 36 UOM: lf Price: $213.26 Total: $7,677.36

## 5 Package Header

Electrical

Quantity: 1 UOM: EA Total: $222,309.20

### Package Items

**5.1** Electrical Secondary Service Line. 1-1/2" Conduit & Wire. Some materials provided by owner, reference Attachment B.

Quantity: 1194 UOM: lf Price: $41.33 Total: $49,348.02

**5.2** Electrical Primary Service Line

Quantity: 352 UOM: lf Price: $44.96 Total: $15,825.92

**5.3** Electrical Pull-Boxes, Owner Provided, Contractor Installed

Quantity: 6 UOM: ea Price: $2,000.70 Total: $12,004.20

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Underwood Park - Phase 1
Legacy Construction's Submittal

**5.4** Transformer Pad, Meter Can, Rough-In

Quantity: 1 UOM: ea Price: $3,769.34 Total: $3,769.34

**5.5** Connect Site Lighting to Prefabricated Building Electric Panel

Quantity: 1 UOM: ea Price: $7,695.38 Total: $7,695.38

**5.6** Visionaire VSX-1-T5LR Light Poles with RTAP 30ft Pole and foundation

Quantity: 2 UOM: ea Price: $11,326.42 Total: $22,652.84

**5.7** Visionaire VSX-1-T3 Light Poles with RTAP 30ft Pole and foundation

Quantity: 10 UOM: ea Price: $11,101.35 Total: $111,013.50

## 6 Package Header

Earthwork

Quantity: 1 UOM: EA Total: $345,478.42

### Package Items

**6.1** Strip 6" Topsoil and Stockpile On-Site

Quantity: 21807 UOM: sy Price: $3.28 Total: $71,526.96

**6.2** Non-Structural Cut to Fill

Quantity: 708 UOM: cy Price: $19.13 Total: $13,544.04

**6.3** Undercut Unsuitable Soil & Use for Non-Structural Fill

Quantity: 1490 UOM: cy Price: $13.42 Total: $19,995.80

**6.4** Undercut Unsuitable & Dispose of Off-Site

Quantity: 2099 UOM: cy Price: $21.00 Total: $44,079.00

**6.5** Compacted Import Select Fill

Quantity: 4749 UOM: cy Price: $20.06 Total: $95,264.94

**6.6** Fine Grade & Compact Subgrade

Quantity: 6078 UOM: sy Price: $3.88 Total: $23,582.64

**6.7** Fine Grade Disturbed Greenspace

Quantity: 11486 UOM: sy Price: $1.86 Total: $21,363.96

**6.8** Spread 4" Topsoil from On-Site Stockpile in Disturbed Greenspace

Quantity: 11486 UOM: sy Price: $2.78 Total: $31,931.08

**6.9** Undercut Unsuitable & Dispose of Off-Site (if needed beyond design section)

Quantity: 500 UOM: cy Price: $25.98 Total: $12,990.00

**6.10** Compacted Import Select Fill (if needed beyond design section)

Quantity: 500 UOM: cy Price: $22.40 Total: $11,200.00

## 7 Package Header

Exterior Improvements

Quantity: 1 UOM: EA Total: $1,076,583.98

Appendix C
Bid 25-38, Construction - Underwood Park - Phase 1
Legacy Construction's Submittal

## Package Items

**7.1** Pavement Prep Section - Two (2) Layers Geogrid and 12" of class 7 base course compacted in place, below asphalt pavement, concrete pavement, standard curb, ribbon curb, and mountable curb for driveway, parking stalls, trail crossing, and parking lot. Includes 2ft overbuild.

Quantity: 11203 UOM: sy Price: $38.10 Total: $426,834.30

**7.2** 3" Standard Duty Aphalt Concrete Hot Mix Surface Course (Superpave), with 6" base course

Quantity: 3841 UOM: sy Price: $38.41 Total: $147,532.81

**7.3** 4" deep river stone strip along ribbon curb, with metal edging

Quantity: 72 UOM: sy Price: $65.77 Total: $4,735.44

**7.4** Pickleball Courts - Includes Vapor Barrier, Base Course, Post-Tension Concrete and Reinforcement, Surfacing, Striping, Install of Nets. Nets provided by owner. Does not include earthwork, fencing, or lighting.

Quantity: 10792 UOM: sf Price: $18.52 Total: $199,867.84

**7.5** Basketball Courts - Includes base course, concrete, striping, install of goals. Goals provided by owner. Does not include earthwork, fencing, or lighting.

Quantity: 1160 UOM: sf Price: $10.04 Total: $11,646.40

**7.6** Perimeter Court Fencing

Quantity: 400 UOM: lf Price: $90.51 Total: $36,204.00

**7.7** 2" Caliper Trees

Quantity: 60 UOM: ea Price: $510.66 Total: $30,639.60

**7.8** Plants - 2" Plugs

Quantity: 6244 UOM: ea Price: $13.50 Total: $84,294.00

**7.9** Bermuda Grass Seed

Quantity: 36654 UOM: sf Price: $0.12 Total: $4,398.48

**7.10** Bermuda Sod

Quantity: 4693 UOM: sy Price: $5.45 Total: $25,576.85

**7.11** Prairie Seed Mix

Quantity: 7003 UOM: sf Price: $2.71 Total: $18,978.13

**7.12** Fire Lane – No Parking Signs, Supply and Install

Quantity: 11 UOM: ea Price: $157.76 Total: $1,735.36

**7.13** Striping - Parking Stalls

Quantity: 1520 UOM: lf Price: $0.48 Total: $729.60

**7.14** Striping - Centerline

Quantity: 1094 UOM: lf Price: $0.48 Total: $525.12

**7.15** Striping - 24" Crosswalk

Quantity: 30 UOM: lf Price: $21.45 Total: $643.50

**7.16** Signs - Install Only, Posts and Signs Provided by Owner

Quantity: 18 UOM: ea Price: $78.88 Total: $1,419.84

**7.17** Truncated Domes

Quantity: 136 UOM: sf Price: $27.61 Total: $3,754.96

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**7.18** Decorative Dry Stack Stone Wall, 3.5ft tall

Quantity: 165 UOM: lf Price: $314.37 Total: $51,871.05

**7.19** Crushed Stone Path, with raw steel edging

Quantity: 269 UOM: sy Price: $38.09 Total: $10,246.21

**7.20** 1" Caliper Trees

Quantity: 9 UOM: EA Price: $494.54 Total: $4,450.86

**7.21** Plants – 3 gal

Quantity: 8 UOM: EA Price: $63.63 Total: $509.04

**7.22** Striping - Standard Raised Concrete Trail Crosswalk

Quantity: 1 UOM: ea Price: $3,680.99 Total: $3,680.99

**7.23** Custom Concrete Stamp

Quantity: 240 UOM: sf Price: $26.29 Total: $6,309.60

## 8 Package Header

Restroom

Quantity: 1 UOM: EA Total: $265,272.43

### Package Items

**8.1** CXT Denali Prefab Restroom or Romtec 2022. Includes underslab rough-in and final connection to building by a locally licensed plumber. Includes connecting power to premanufactured building panel by a locally licensed electrician. In-wall rough-in by premanufactured building supplier

Quantity: 1 UOM: ls Price: $265,272.43 Total: $265,272.43

## 9 Package Header

Playground

Quantity: 1 UOM: EA Total: $736,903.95

### Package Items

**9.1** Boardwalk (NSTreehouses)

Quantity: 1066 UOM: sf Price: $46.14 Total: $49,185.24

**9.2** Boardwalk Netting and Installation (NSTreehouses)

Quantity: 1 UOM: ls Price: $11,434.87 Total: $11,434.87

**9.3** Kompan Playground Equipment & Install plus freight (includes: 9' swings with 6 standard seats, 2 toddler, 1 duo swing seat, 1 accessible swing, spinner, giant rope swing, double zipline, zipline platforms, 4 person seesaw, cocowave pendulum swing)

Quantity: 1 UOM: ls Price: $168,326.59 Total: $168,326.59

**9.4** EWF Surface Fill

Quantity: 3840 UOM: sf Price: $6.19 Total: $23,769.60

**9.5** Bonded Rubber Mulch Surface

Quantity: 1408 UOM: sf Price: $32.92 Total: $46,351.36

**9.6** Kompan Robinia Tower

Quantity: 1 UOM: ls Price: $358,643.79 Total: $358,643.79

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Bid 25-38, Construction - Phase 1
Underwood Park
Legacy Construction's Submittal

**9.7** Bodark Benches, finishing and placement

Quantity: 3 UOM: ea Price: $2,014.24 Total: $6,042.72

**9.8** Birds Nest, Tower Climbers, Balance Logs and Stepping Stumps, (NST Treehouses)

Quantity: 1 UOM: ls Price: $41,598.39 Total: $41,598.39

**9.9** mounds with tunnels - Forever Lawn

Quantity: 3 UOM: ea Price: $10,517.13 Total: $31,551.39

**9.10** ***Line deleted as part of an Addendum***

**10** **Package Header**

Utilities

Quantity: 1 UOM: EA Total: $276,885.63

**Package Items**

**10.1** 18" Nyoplast Drainage Basins with Dome Grates

Quantity: 3 UOM: ea Price: $3,216.20 Total: $9,648.60

**10.2** 12" Nyoplast Drainage Basins with Dome Grates

Quantity: 4 UOM: ea Price: $2,232.41 Total: $8,929.64

**10.3** 8" Nyoplast Drainage Basins with Dome Grates

Quantity: 6 UOM: ea Price: $1,024.07 Total: $6,144.42

**10.4** 4'x4' Junction Box with Dome Grate

Quantity: 2 UOM: ea Price: $11,552.64 Total: $23,105.28

**10.5** 6" Perforated HDPE

Quantity: 89 UOM: lf Price: $39.86 Total: $3,547.54

**10.6** 8" HDPE

Quantity: 164 UOM: lf Price: $36.52 Total: $5,989.28

**10.7** 12" HDPE Drainage Pipe

Quantity: 388 UOM: lf Price: $38.17 Total: $14,809.96

**10.8** 24" HDPE Drainage Pipe

Quantity: 140 UOM: lf Price: $72.26 Total: $10,116.40

**10.9** Core 24" Into Existing Storm Junction Box & Grout Outlet Pipe

Quantity: 1 UOM: ea Price: $2,103.43 Total: $2,103.43

**10.10** 29"x45" concrete box culverts

Quantity: 178 UOM: lf Price: $255.88 Total: $45,546.64

**10.11** 6x2 concrete box culverts

Quantity: 57 UOM: lf Price: $902.07 Total: $51,417.99

**10.12** concrete headwalls, wingwalls, and level spreader

Quantity: 7 UOM: cy Price: $585.35 Total: $4,097.45

**10.13** concrete aprons

Quantity: 2 UOM: cy Price: $500.09 Total: $1,000.18

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**10.14** 29"x45" HERCP Flared End Section

Quantity: 4 UOM: ea Price: $2,629.28 Total: $10,517.12

**10.15** 1" tapping sleeve & corp stop, tubing to meter setter, meter setter, and meter box, with install. Meter to be provided and installed by the City of Fayetteville Utilities Department. Impact fees by owner. Application for meter and coordination with water department by contractor.

Quantity: 2 UOM: ea Price: $9,465.41 Total: $18,930.82

**10.16** ***Line deleted as part of an Addendum***

**10.17** ***Line deleted as part of an Addendum***

**10.18** 1" Irrigation RPZ and Backflow Preventer. Backflow Preventer provided by owner.

Quantity: 1 UOM: ea Price: $3,680.99 Total: $3,680.99

**10.19** 1" Domestic RPZ and Backflow Preventer and Frost-Free Enclosure, with heat trace. Backflow Preventer provided by owner.

Quantity: 1 UOM: ea Price: $3,680.99 Total: $3,680.99

**10.20** 1 1/2" Domestic Water Line

Quantity: 963 UOM: lf Price: $13.67 Total: $13,164.21

**10.21** 1 1/2" Irrigation Lines

Quantity: 1398 UOM: lf Price: $2.63 Total: $3,676.74

**10.22** Irrigation Hose Bibs, with boxes

Quantity: 11 UOM: ea Price: $63.11 Total: $694.21

**10.23** 4" PVC SS Service

Quantity: 145 UOM: lf Price: $82.03 Total: $11,894.35

**10.24** Core into existing manhole and grout connection, with exterior drop

Quantity: 1 UOM: ea Price: $24,189.39 Total: $24,189.39

**11** **Package Header**

Deductive Alternate 1 - Dry Stack Stone Wall and Bonded Rubber Mulch

Quantity: 1 UOM: EA Total: $52,688.61

**Package Items**

**11.1** Decorative Dry Stack Stone Wall, 3.5ft tall

Quantity: 165 UOM: lf Price: $298.91 Total: $49,320.15

**11.2** Crushed Stone Path with raw steel edging

Quantity: 93 UOM: sy Price: $36.22 Total: $3,368.46

**11.3** Bonded Rubber Mulch Surface

Quantity: 1408 UOM: sf Price: $31.08 Total: $43,760.64

**11.4** Add EWF Surface Fill (will replace Bonded Rubber Mulch Surface as a cheaper alternative)

Quantity: 1408 UOM: sf Price: $5.89 Total: $8,293.12

**11.5** Bodark Benches, finishing and placement

Quantity: 3 UOM: EA Price: $3,192.00 Total: $9,576.00

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## 12 Package Header

Deductive Alternate 2 - 15 Parking Stalls, Pavilion, and Concrete Slab

Quantity: 1 UOM: EA Total: $20,379.50

### Package Items

**12.1** Standard Curb & Gutter, does not include base course. (Base Course is included in Asphalt Paving Geogrid Section with Overbuild)

Quantity: 88 UOM: lf Price: $22.00 Total: $1,936.00

**12.2** Wheelstops - Install Only, Material Provided by Owner

Quantity: 15 UOM: ea Price: $55.00 Total: $825.00

**12.3** Undercut Unsuitable & Dispose of Off-Site

Quantity: 59 UOM: cy Price: $19.49 Total: $1,149.91

**12.4** Fine Grade & Compact Subgrade

Quantity: 523 UOM: sy Price: $3.53 Total: $1,846.19

**12.5** Pavement Prep Section - Two (2) Layers Geogrid and 12" of class 7 base course compacted in place, below asphalt pavement, concrete pavement, standard curb, ribbon curb, and mountable curb for driveway, parking stalls, trail crossing, and parking lot. Includes 2ft overbuild.

Quantity: 416 UOM: sy Price: $35.15 Total: $14,622.40

**12.6** 4" Concrete slab on grade below large prefabricated pavilion, with base course

Quantity: 108 UOM: sy Price: $54.00 Total: $5,832.00

**12.7** Large Prefabricated Pavilion - 24'x34', powder coated steel framing, concrete footings, and metal roofing

Quantity: 1 UOM: ls Price: $62,048.00 Total: $62,048.00

**12.8** 3" Standard Duty Asphalt Concrete Hot Mix Surface Course (Superpave), with 6" base course

Quantity: 371 UOM: sy Price: $30.00 Total: $11,130.00

**12.9** Add Bermuda Sod (will replace prefabricated pavilion slab on grade and eastern 15 parking stalls as a cheaper alternative)

Quantity: 523 UOM: sy Price: $5.18 Total: $2,709.14

## 13 Package Header

Deductive Alternate 3 - Basketball Court & Connecting Sidewalk, Picnic Tables, and Playground Tower

Quantity: 1 UOM: EA Total: $388,566.77

### Package Items

**13.1** Concrete Sidewalk, with 4" base course.

Quantity: 478 UOM: sf Price: $54.00 Total: $25,812.00

**13.2** Kompan Robinia Tower

Quantity: 1 UOM: ls Price: $340,009.30 Total: $340,009.30

**13.3** Picnic Tables - 8' long ADA accessible metal slatted, surface mounted picnic tables with surface mounted benches

Quantity: 4 UOM: ea Price: $1,596.00 Total: $6,384.00

**13.4** Undercut Unsuitable Soil & Dispose of Off-Site

Quantity: 71 UOM: cy Price: $19.49 Total: $1,383.79

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**13.5** Fine Grade & Compact Subgrade

Quantity: 214 UOM: sy Price: $3.53 Total: $755.42

**13.6** Basketball Courts - Includes base course, concrete, striping, install of goals. Goals provided by owner. Does not include earthwork, fencing, or lighting.

Quantity: 1160 UOM: sf Price: $9.55 Total: $11,078.00

**13.7** Add Bermuda Sod (will replace basketball courts and concrete sidewalk as a cheaper alternative)

Quantity: 607 UOM: sy Price: $5.18 Total: $3,144.26

**Response Total:** $4,090,565.54

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Bid 25-38, Construction -
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**SECTION 02**
**BID FORM**

Bid Number: 25-38, Construction – Underwood Park, Phase 1

BID TO:

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

BID FROM:

Bidder: LEGACY CONSTRUCTION COMPANY, INC.
3733 WILDCAT CREEK BLVD
FAYETTVILLE, AR 72704

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**ARTICLE 1 - INTENT**

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

**ARTICLE 2 - TERMS AND CONDITIONS**

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

## ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

| Number | Date |
|---|---|
| ONE | MAY 1, 2025 |
| TWO | MAY 12, 2025 |
| THREE | MAY 16, 2025 |
| FOUR | MAY 21, 2025 |
| FIVE | MAY 30, 2025 |
| SIX | JUNE 2, 2025 |
| | |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group,

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association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $ 5 % is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

## ARTICLE 4 - CONTRACT TIMES

4.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 310 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 340 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

4.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of $ 350.00 for each consecutive calendar day thereafter will be assessed.

4.03 Determination of Contract Time.

**(a) General.** The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract, and will be known as the "Contract Time". The contract time will be specified as calendar days.

The Contractor shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

The Park Planning Superintendent will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to

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be corrected, the Contractor shall complete this work in a timely manner or the Park Planning Superintendent will resume time charges.

**(b) Calendar Day.** Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events, on a monthly basis, are:

| Month | Days |
|---|---|
| January | 11 |
| February | 9 |
| March | 8 |
| April | 8 |
| May | 8 |
| June | 8 |
| July | 7 |
| August | 7 |
| September | 7 |
| October | 7 |
| November | 7 |
| December | 8 |

4.04 No changes in contract times will be allowed for any reason without a request in writing from the contractor. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the contractor's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted to the Park Planning Superintendent every week on Friday to be considered. No compensation will be made for monetary damages due to weather delay(s).

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## ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on JUNE 4, , 20 25 .

Arkansas State Contractor License No. 0372390525

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

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Bid 25-38, Construction -
Underwood Park - Phase 1
Legacy Construction's Submittal

A Corporation

Corporation Name: LEGACY CONSTRUCTION MANAGEMENT, INC. (SEAL)

State of Incorporation: ARKANSAS

Type (General Business, Professional, Service, Limited Liability): CONSTRUCTION MANAGEMENT

By: _____
(Signature – attach evidence of authority to sign)

Name (type or printed): STEVE COLLIER

Title: PRESIDENT

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate ~~Secretary~~)

Business address: 3733 WILDCAT CREEK BLVD.
FAYETTEVILLE, AR 72704

Phone No.: 479.841.6528 FAX No.: _____

Tax ID No.: 81-5151498 UEI No.: 26CKYM6BFYC7

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**END OF SECTION 02 – BID FORM**

**Details**

**For service of process contact the Secretary of State's office.**

LLC Member information is now confidential per Act 865 of 2007

**For access to our corporations bulk data download service click here.**

Corporation Name
LEGACY CONSTRUCTION MANAGEMENT, INC.

Fictitious Names
—

Filing #
811123269

Filing Type
For Profit Corporation

Filed Under Act
Dom Bus Corp; 958 of 1987

Status
Good Standing

Principal Address
—

Reg. Agent
STEVE COLLIER

Agent Address
3733 WILDCAT CREEK BLVD FAYETTEVILLE, AR 72704

Date Filed
01/26/2017

Officers
KINCADE & COMPANY PLLC, Tax Preparer
STEVEN K COLLIER, President
STEVE K COLLIER, Incorporator/Organizer

Foreign Name
N/A

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Bid 25-38, Construction -
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CITY OF FAYETTEVILLE, ARKANSAS:

**Bid 25-38, Construction – Underwood Park, Phase 1**

**Section 04**
**CONTRACTOR REFERENCES**

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

COMPANY NAME: Legacy Construction Management, Inc.

NUMBER OF YEARS IN BUSINESS: 8 HOW LONG IN PRESENT LOCATION: 8

TOTAL NUMBER OF CURRENT EMPLOYEES: 9 FULL TIME 1 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 4 FULL TIME 2 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. Driver Development
COMPANY NAME

Fayetteville, AR
CITY, STATE, ZIP

Mike Driver
CONTACT PERSON

(479) 435-0238
TELEPHONE

5/31/25
DATE COMPLETED

mike@driverrealestategroup.com
E-MAIL ADDRESS

2. Myers & Woods
COMPANY NAME

Fayetteville, AR
CITY, STATE, ZIP

Rick Woods
CONTACT PERSON

(479) 443-5222
TELEPHONE

8/1/25
DATE COMPLETED

rwoods@myerswoodslaw.com
E-MAIL ADDRESS

3. Airways Freight
COMPANY NAME

Fayetteville, AR
CITY, STATE, ZIP

Dale Caudle
CONTACT PERSON

(479) 841-1228
TELEPHONE

5/15/25
DATE COMPLETED

dalec@airwaysfreight.com
E-MAIL ADDRESS

4. Bank OZK
COMPANY NAME

Fayetteville, AR
CITY, STATE, ZIP

Jason Wallis
CONTACT PERSON

(479) 442-2462
TELEPHONE

DATE COMPLETED

jason.wallis@ozk.com
E-MAIL ADDRESS

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Bid 25-38, Construction -
Underwood Park - Phase 1
Legacy Construction's Submittal

CITY OF FAYETTEVILLE, ARKANSAS:

**Bid 25-38, Construction – Underwood Park, Phase 1**

## SECTION 03 – LIST OF SUBCONTRACTORS

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

Bid 25-38, Construction – Underwood Park, Phase 1

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

| Subcontractor's Work | Subcontractor's Name and Address | Expected Percentage or Value |
|---|---|---|
| Clearing/Demolition | Gall Excavation<br>1255 N 13th St., Rogers, AR 72756 | 6% |
| Mechanical | N/A | |
| Plumbing | HDI Plumbing<br>2169 Leeper Dr, Fayetteville, AR 72701 | 1.5% |
| Electrical | Criterion Electric<br>113 S Lincoln St, Lowell, Ar 72745 | 5% |
| Roofing/Sheet Metal | N/A | |
| Other (designate) | | |

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

Steve Collins

Bidder's Signature

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CITY OF FAYETTEVILLE, ARKANSAS:

**Bid 25-38, Construction – Underwood Park, Phase 1**

**SECTION 05**
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that we

Legacy Construction Management, Inc.

3733 Wildcat Creek Blvd

Fayetteville, AR 72704

as Principal, hereinafter called the Principal, and

Ohio Casualty Insurance Co.

175 Berkley St.

Boston, MA 02116

a corporation duly organized under the laws of the State of New Hampshire as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of 5% of Bid Amount

Dollars ($ 5% of Bid Amount), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Bid 25-38, Construction – Underwood Park, Phase 1

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

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Bid 25-38, Construction -
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Legacy Construction's Submittal

CITY OF FAYETTEVILLE, ARKANSAS:
**Bid 25-38, Construction – Underwood Park, Phase 1**

Signed and sealed this 2nd day of June 2025.

PRINCIPAL (CORPORATE SEAL)

Legacy Construction Management, Inc.

By Steve Collier

SURETY

Ohio Casualty Insurance Co.

By

Bryan Clinkscales

ATTORNEY-IN-FACT (CORPORATE SEAL)

(This Bond shall be accompanied with Attorney-in-Fact's authority from Surety)

Appendix C
Bid 25-38, Construction -
Underwood Park - Phase 1
Legacy Construction's Submittal

**END OF SECTION 05**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207437-971105**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bryan S. Clinkscales, Jennifer Bohannan, Kentrina Fowler

all of the city of SPRINGDALE state of AR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 2025.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

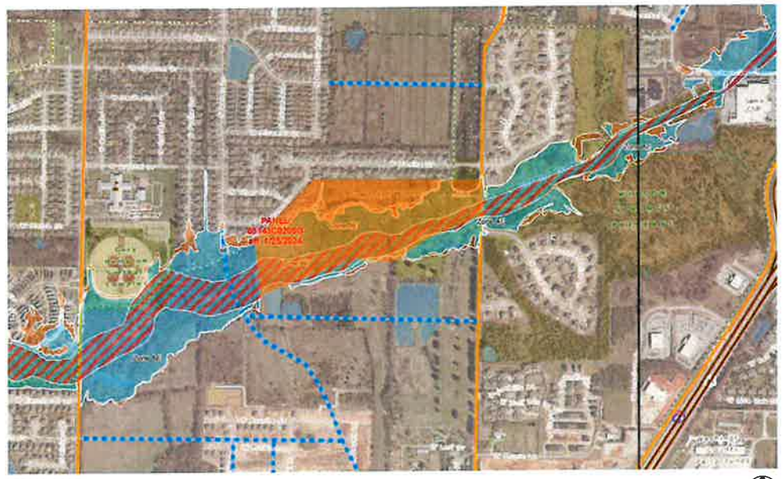
Appendix C
Bid 25-38 Construction - Underwood Park - Phase 1
Legacy Construction's Submittal

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

# UNDERWOOD PARK (GRD-2024-0127)

ADDRESS: N DEANE SOLOMON ROAD, FAYETTEVILLE, AR 72704
PHASE: 100% CONSTRUCTION DRAWINGS
DATE: FEBRUARY 20, 2025

**Partial Set**



AERIAL MAP

NORTH

VICINITY MAP

NORTH

## OWNER/DEVELOPER

CITY OF FAYETTEVILLE
TED JACK
100 W. ROCK ST., SUITE 250
FAYETTEVILLE, AR 72701
TJACK@FAYETTEVILLE-AR.GOV
479.444.3469

## SURVEYOR

BATES & ASSOCIATES, INC.
JUSTIN REID
7230 S. PLEASANT RIDGE DR.
FAYETTEVILLE, AR 72704
JUSTIN@BATESNWA.COM
479.442.9350

## LANDSCAPE ARCHITECT

ECOLOGICAL DESIGN GROUP, LLC.
LESLIE TABOR, PLA
216 W BIRCH ST
ROGERS, AR 72756
LTABOR@ECOLOGICALDG.COM
870.715.9894

## CIVIL ENGINEER

ECOLOGICAL DESIGN GROUP, LLC.
BRAHM DRIVER, PE
216 W BIRCH ST
ROGERS, AR 72756
BDRIVER@ECOLOGICALDG.COM
501.944.3090

ENGINEERING:
CITY OF FAYETTEVILLE
CHRIS BROWN
CBROWN@FAYETTEVILLE-AR.GOV
479.575.8207

WATER & SEWER
CITY OF FAYETTEVILLE
AARON WATKINS
AWATKINS@FAYETTEVILLE-AR.GOV
479.575.8386

SOLID WASTE
CITY OF FAYETTEILLE
PETER NIERENGARTEN
PNIERENGARTEN@FAYETTEVILLE-AR.GOV
479.575.8397

TRANSPORTATION
CITY OF FAYETTEVILLE
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TGULLEY@FAYETTEVILLE-AR.GOV
479.444.3491

PLANNING
CITY OF FAYETTEVILLE
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JMASTERS@FAYETTEVILLE-AR.GOV
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FIRE
CITY OF FAYETTEVILLE
CAPTAIN CLINT PRICE
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NATURAL GAS
BLACK HILLS ENERGY
SCOTT STOKES
SCOTT.STOKES@BLACKHILLSCORP.COM
479.435.0229

ELECTRIC
SWEPCO
JOHN LE
TTLE@AEP.COM
479.879.0873

TELEPHONE
AT&T
JEFF HAMILTON
JH5430@ATT.COM
479.442.1967

CABLE
COX COMMUNICATIONS
CHAD HODGE
CHAD.HODGE@COX.COM
479.365.2402

PARKS
TED JACK
TJACK@FAYETTEVILLE-AR.GOV
479.444.3469

## PROJECT NOTES

1. THE CITY OF FAYETTEVILLE STREET STANDARDS, DRAINAGE CRITERIA MANUAL, SUBDIVISION ORDINANCE, WATER AND SEWER UTILITY SPECIFICATIONS, AND STATE CODE SHALL GOVERN THESE PLANS. IF THERE ARE DISCREPANCIES IN THE PLANS OR INFORMATION CONTAINED WITHIN, CITY OF FAYETTEVILLE ORDINANCES, STANDARDS, AND SPECIFICATIONS SHALL RULE, UNLESS, APPROVED IN WRITING BY THE CITY ENGINEER.
2. TO SCHEDULE AN INSPECTION OR TEST WITH THE CITY OF FAYETTEVILLE ENGINEERING DEPARTMENT, INSPECTIONS MUST BE CALLED IN (479.575.8206) BY THE ENGINEER OF RECORD 24 HOURS IN ADVANCE BEFORE 10AM FOR AN INSPECTION THE FOLLOWING DAY.
3. THE ENGINEER OF RECORD MUST CERTIFY THE SITE AND THE PROJECT MUST PASS A DEVELOPMENT FINAL SITE INSPECTION BEFORE REQUESTING A BUILDING FINAL INSPECTION.
4. THE ENGINEER OF RECORD SHALL COORDINATE AND SCHEDULE A PRE-PAVE PRECON WITH THE ENGINEERING DEPARTMENT AND CONTRACTOR BEFORE THE PAVING OF ANY PUBLIC STREET OR PUBLIC ALLEY.

## PROPERTY DESCRIPTION

PH 1 - PARCEL # 765-24095-001
LOT 1 OF A TRACT SPLIT PLAT FILED IN PLAT BOOK 24A AT PAGE 298, BEING LOCATED IN A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 32, AND ALSO LOCATED IN A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, ALL BEING LOCATED IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32 AND RUNNING THENCE N03°11'16"E 749.30' TO AN EXISTING REBAR, THENCE S86°12'21 E 294.46' TO AN EXISTING MAG NAIL, THENCE N02°41'47"E 2220.30' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF NORTH DEANE SOLOMON ROAD MARKING THE TRUE POINT OF BEGINNING AND RUNNING THENCE N87°22'44"W 340.11' TO AN EXISTING REBAR, THENCE S02°35'35"W 310.24' TO AN EXISTING REBAR, THENCE S11°09'04"W 85.29', N87°24'11"W 531.70' TO AN EXISTING REBAR, THENCE N02°37'02"E 245.09' TO AN EXISTING REBAR, THENCE S74°18'38"W 920.37' TO AN EXISTING REBAR, THENCE N09°01'38"W 803.52' TO AN EXISTING REBAR ON THE SOUTH LINE OF CRYSTAL SPRINGS SUBDIVISION PHASE 3 AS PER THE FINAL PLAT THEREOF FILED IN BOOK 23 AT PAGE 206, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: N44°23'02"E 324.01' TO AN EXISTING REBAR, N02°55'31"E 69.32' TO AN EXISTING ALUMINUM MONUMENT, S87°23'46"E 1406.06', THENCE LEAVING SAID SOUTH SUBDIVISION LINE S02°34'36"W 157.06' TO AN EXISTING REBAR, THENCE S87°18'50"E 297.79' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF NORTH DEANE SOLOMON ROAD, THENCE ALONG SAID RIGHT-OF-WAY S02°36'04"W 502.14' TO THE POINT OF BEGINNING, CONTAINING 38.04 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH DEANE SOLOMAN ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE EAST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

REFERENCE DOCUMENTS:
1. PLAT OF SURVEY FILED IN BOOK M AT PAGE 493
2. FINAL PLAT FILED IN BOOK 23A AT PAGE 102
3. QUITCLAIM DEED FILED IN BOOK 2020 AT PAGE 047110

## FLOOD DATA

A PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS.
(FIRM PANEL #05143C0205G. DATED 01/25/2024)

## SHEET INDEX

| DRAWING LIST | SHEET TITLE |
|---|---|
| C0.00 | COVER SHEET |
| C0.01 | GENERAL NOTES |
| C0.10 | OVERALL DEMOLITION PLAN |
| C0.11 | DEMOLITION PLAN |
| C0.12 | DEMOLITION PLAN |
| C0.13 | DEMOLITION PLAN |
| C0.14 | DEMOLITION PLAN |
| C1.00 | OVERALL SITE PLAN |
| C1.01 | SITE PLAN |
| C1.02 | SITE PLAN |
| C1.03 | SITE PLAN |
| C1.04 | SITE PLAN |
| C2.00 | OVERALL UTILITY PLAN |
| C2.01 | UTILITY PLAN |
| C2.02 | UTILITY PLAN |
| C2.03 | UTILITY PLAN |
| C3.01 | GRADING AND DRAINAGE PLAN |
| C3.02 | GRADING AND DRAINAGE PLAN |
| C3.03 | GRADING AND DRAINAGE PLAN |
| C3.04 | GRADING AND DRAINAGE PLAN |
| C3.05 | SPOT GRADE PLAN |
| C3.06 | SPOT GRADE PLAN |
| C3.07 | SPOT GRADE PLAN |
| C3.08 | SPOT GRADE PLAN |
| C3.10 | PRIVATE DRIVE PLAN & PROFILE |
| C3.20 | STORM CULVERT PLAN & PROFILE |
| C3.21 | STORM CULVERT PLAN & PROFILE |
| C4.00 | OVERALL EROSION CONTROL PLAN |
| C4.01 | EROSION CONTROL PLAN |
| C4.02 | EROSION CONTROL PLAN |
| C4.03 | EROSION CONTROL PLAN |
| C4.04 | EROSION CONTROL PLAN |
| C4.05 | EROSION CONTROL DETAILS |
| C4.10 | INITIAL EROSION CONTROL PLAN |
| C5.00 | SITE DETAILS |
| C5.01 | SITE DETAILS |
| C5.02 | SITE DETAILS |
| C5.03 | SITE DETAILS |
| C5.04 | SITE DETAILS |
| C5.05 | SITE DETAILS |
| C5.06 | SITE DETAILS |
| C5.07 | SITE DETAILS |
| C5.08 | SITE DETAILS |
| C6.00 | CITY DETAILS |
| C6.01 | CITY DETAILS |
| C6.02 | CITY DETAILS |
| L1.00 | OVERALL LANDSCAPE PLAN |
| L1.01 | LANDSCAPE PLAN |
| L1.02 | LANDSCAPE PLAN |
| L1.03 | LANDSCAPE PLAN |
| L1.04 | LANDSCAPE PLAN |
| L1.05 | LANDSCAPE DETAILS AND NOTES |
| L1.06 | LANDSCAPE DETAILS AND NOTES |
| L2.00 | TREE PRESERVATION PLAN OVERALL SITE ANALYSIS |
| L2.01 | TREE PRESERVATION PLAN EXISTING CONDITIONS |
| L2.02 | TREE PRESERVATION PLAN PROPOSED CONDITIONS |

## SITE SUMMARY

ZONING:
COMMERCIAL PLANNED ZONING DISTRICT (CPZD)
ENDURING GREEN NETWORK
STREAM SIDE PROTECTION ZONE(APPROXIMATE)

CURRENT USE: FORMER GOLF COURSE
PROPOSED USE: PUBLIC PARK

AREA: 37.0 AC

## SETBACK STANDARDS

| | REQUIRED | PROVIDED |
|---|---|---|
| FRONT YARD: | 25' BTZ | 50' + |
| SIDE YARD NON-RESIDENTIAL: | 5' | 5' + |
| REAR YARD NON-RESIDENTIAL: | 0' | 0' + |
| REAR YARD RESIDENTIAL: | 15' | 15' |


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02-19-25

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# UNDERWOOD PARK

Fayetteville, Arkansas

EDG PROJECT NO 22-045
DATE 2025 02 20

REVISIONS

| Mark | Date | Description |
|---|---|---|

PHASE BID DOCUMENTS

TITLE COVER SHEET

SHEET NO C0.00

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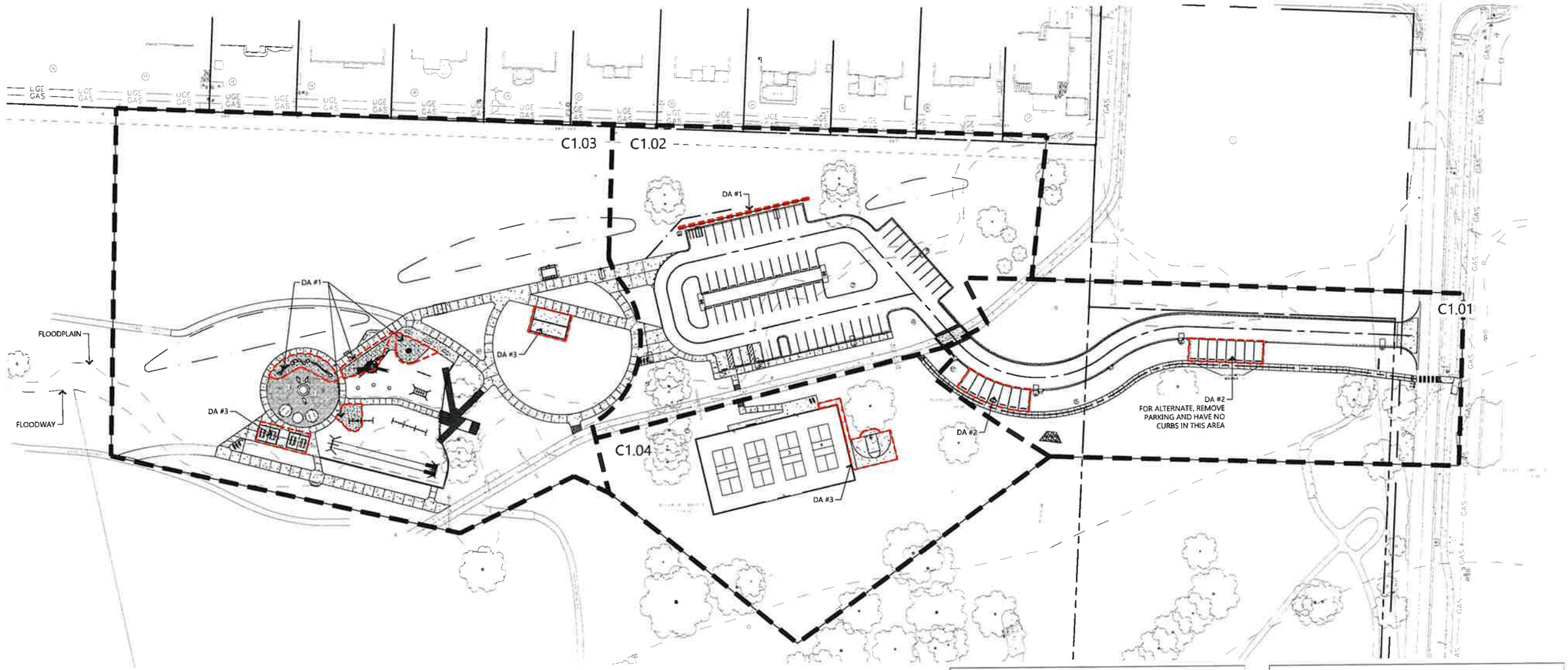


## STREET IMPROVEMENTS

DEANE SOLOMON

CURRENT HALF-STREET ROW: 33' PROPOSED HALF-STREET ROW: 33'-6"

## DEDUCTIVE ALTERNATES (DA)

1. DRY STACK STONE WALL AND BONDED RUBBER MULCH
2. PARKING BAYS
3. BASKETBALL COURT & SIDEWALK, PICNIC TABLES, PAVILION & CONCRETE PAD

## SITE SUMMARY

ZONING:
COMMERCIAL PLANNED ZONING DISTRICT (CPZD)
ENDURING GREEN NETWORK
STREAM SIDE PROTECTION ZONE(APPROXIMATE)

CURRENT USE: FORMER GOLF COURSE

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## SETBACK STANDARDS

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|---|---|---|
| FRONT YARD: | 25' BTZ | 50' + |
| SIDE YARD NON-RESIDENTIAL: | 5' | 5' + |
| REAR YARD NON-RESIDENTIAL: | 0' | 0' + |
| REAR YARD RESIDENTIAL: | 15' | 15' |

## LIGHTING INFORMATION

Luminaire Schedule

| Symbol | Qty | Label | Arrangement | Description | Luminaire Lumens | Luminaire Watts |
|---|---|---|---|---|---|---|
| | 2 | [illegible] | Back-Back | [illegible] | [illegible] | [illegible] |
| | 8 | SA | Single | [illegible] | [illegible] | [illegible] |

CONTRACTOR TO SUPPLY DESIGN TEAM WITH PHOTOMETRIC PLAN PRIOR TO INSTALLATION.

## BUILDING INFORMATION

EACH STRUCTURE PROPOSED WITHIN THE PARK MUST HAVE GROUNDING RODS, IN CASE OF LIGHTNING STRIKES.

## PARKING CALCULATIONS

| | REQUIRED | PROVIDED |
|---|---|---|
| UNDERWOOD PARK 37.0 ACRES | | |
| VEHICLE PARKING | 37.0 ACRES X 2 PER AC = 74 MAX, 15% BY RIGHT INCREASE= 85 MAX | 84 TOTAL, MOTORCYCLE PARKING INCLUDED |
| MOTORCYCLE PARKING | 74/ 25 = 3 SPACES REQUIRED | 6 SPACES |
| BICYCLE PARKING | 74/ 25 = 3 SPACES REQUIRED | 9 SPACES |

1 OVERALL SITE PLAN

SCALE: 1" = 50'-0"

NORTH

0' 50' 100' 200'


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# UNDERWOOD PARK

Fayetteville, Arkansas

EDG PROJECT NO 22-045
DATE 2025 02 20

REVISIONS

| Mark | Date | Description |
|---|---|---|

PHASE BID DOCUMENTS

TITLE OVERALL SITE PLAN

SHEET NO C1.00

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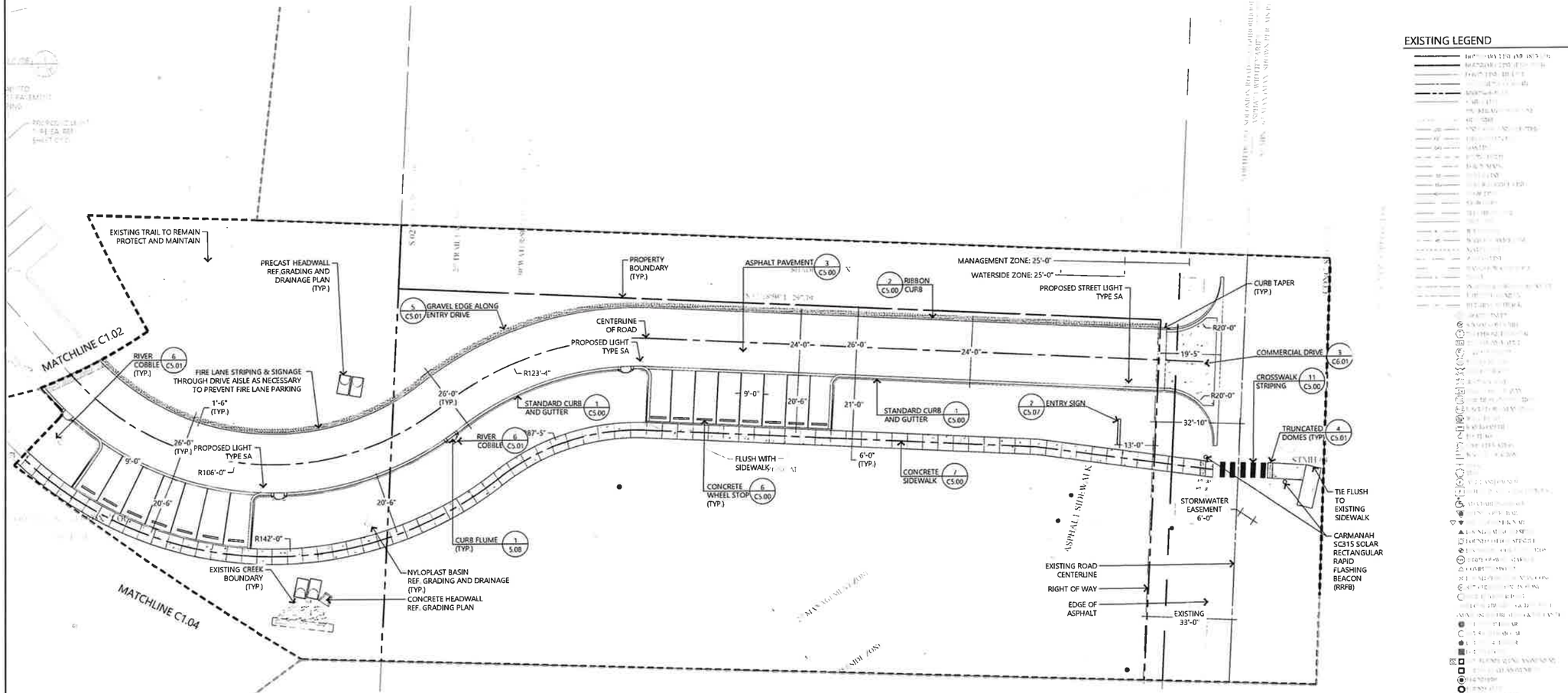
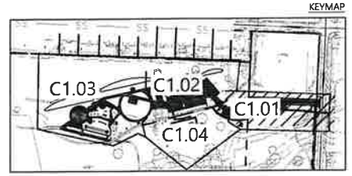
## PROPOSED SITE PLAN LEGEND

- PROPOSED CURB AND GUTTER (REF. PLANS FOR TYPE)
- PROJECT BOUNDARY
- TYPICAL CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- TYPICAL CONCRETE SIDEWALK
- CONCRETE STAMP

## EXISTING LEGEND




KEYMAP




1 SITE PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

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# UNDERWOOD PARK
Fayetteville, Arkansas

EDG PROJECT NO 22-045
DATE 2025 02 20

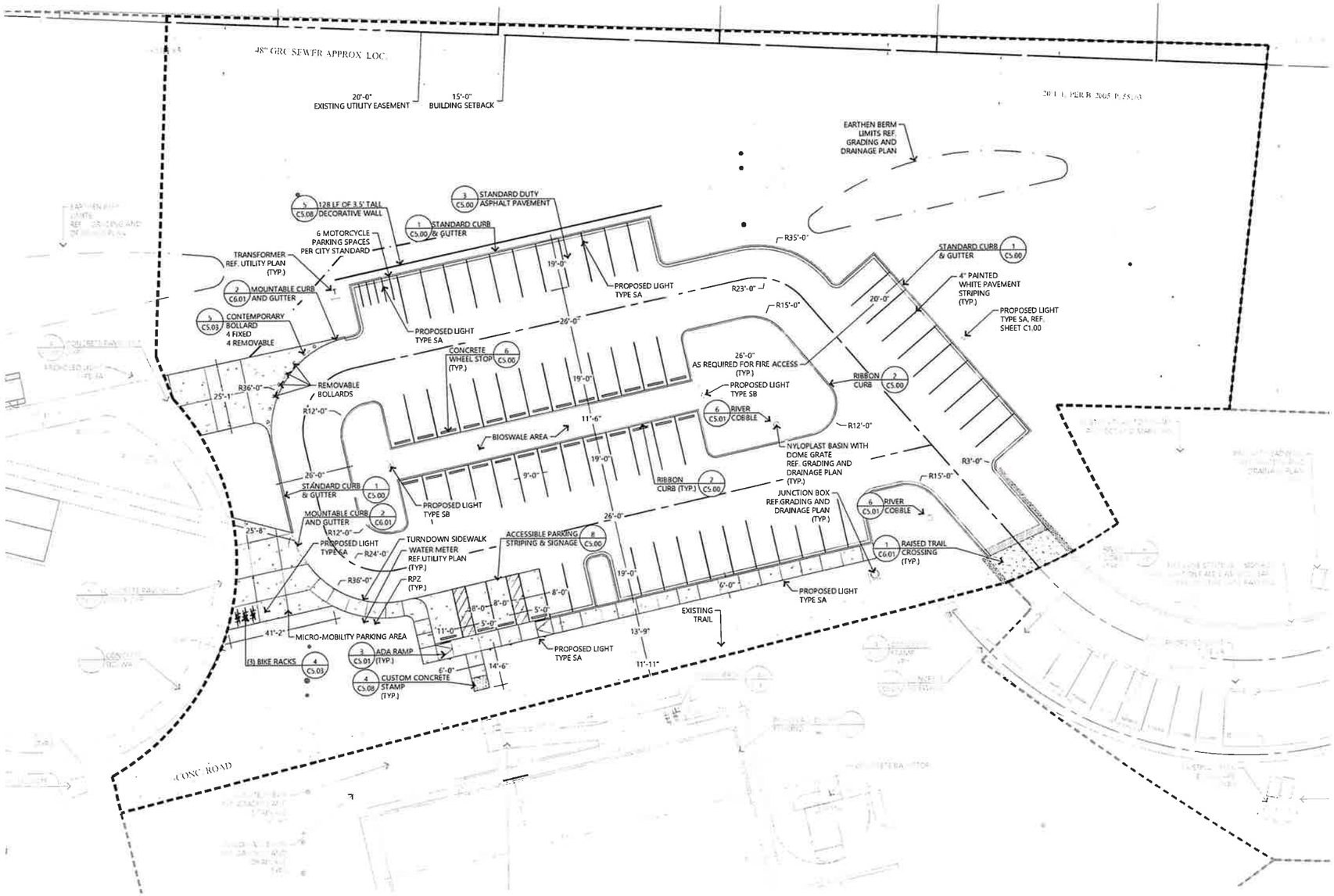
REVISIONS

| Mark | Date | Description |
|---|---|---|

PHASE BID DOCUMENTS

TITLE SITE PLAN

SHEET NO C1.01




1 SITE PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

## PROPOSED SITE PLAN LEGEND

- PROPOSED CURB AND GUTTER (REF. PLANS FOR TYPE)
- PROJECT BOUNDARY
- TYPICAL CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- TYPICAL CONCRETE SIDEWALK
- CONCRETE STAMP

## EXISTING LEGEND

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STATE OF ARKANSAS — BRIAN M. [illegible] — 2/18/25

CERTIFICATE OF AUTHORIZATION — ARKANSAS

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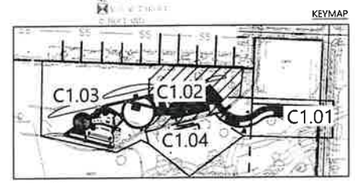
# UNDERWOOD PARK

Fayetteville, Arkansas

KEYMAP




| | |
|---|---|
| EDG PROJECT NO | 22-045 |
| DATE | 2025 02 20 |
| REVISIONS | |
| Mark Date Description | |
| PHASE | BID DOCUMENTS |
| TITLE | SITE PLAN |
| SHEET NO | C1.02 |

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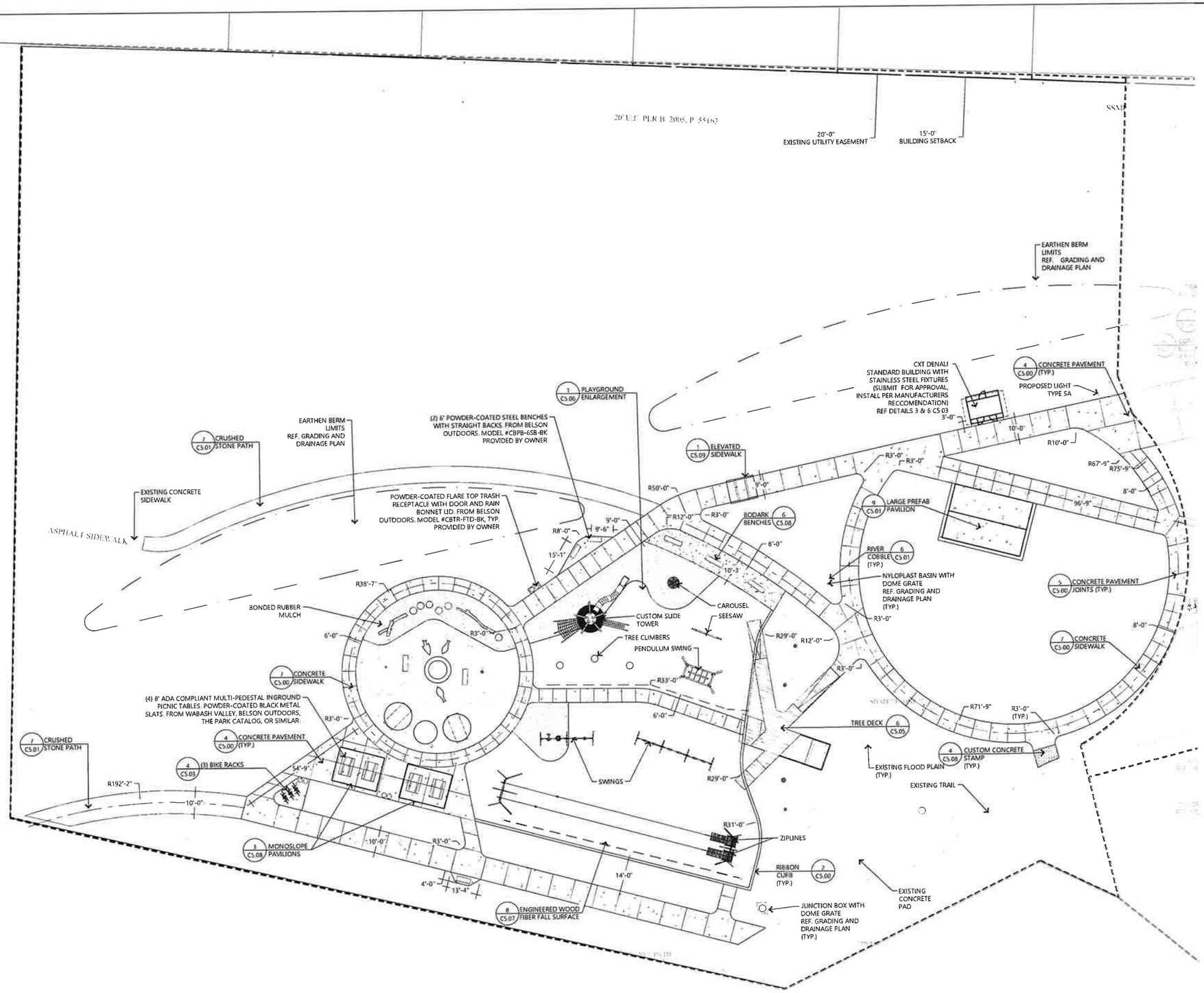


1 SITE PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

## PROPOSED SITE PLAN LEGEND

- PROPOSED CURB AND GUTTER (REF. PLANS FOR TYPE)
- PROJECT BOUNDARY
- TYPICAL CONCRETE PAVEMENT
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- CONCRETE STAMP

## EXISTING LEGEND


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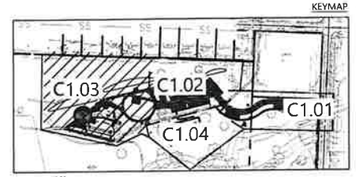
811 Know what's below. Call before you dig.

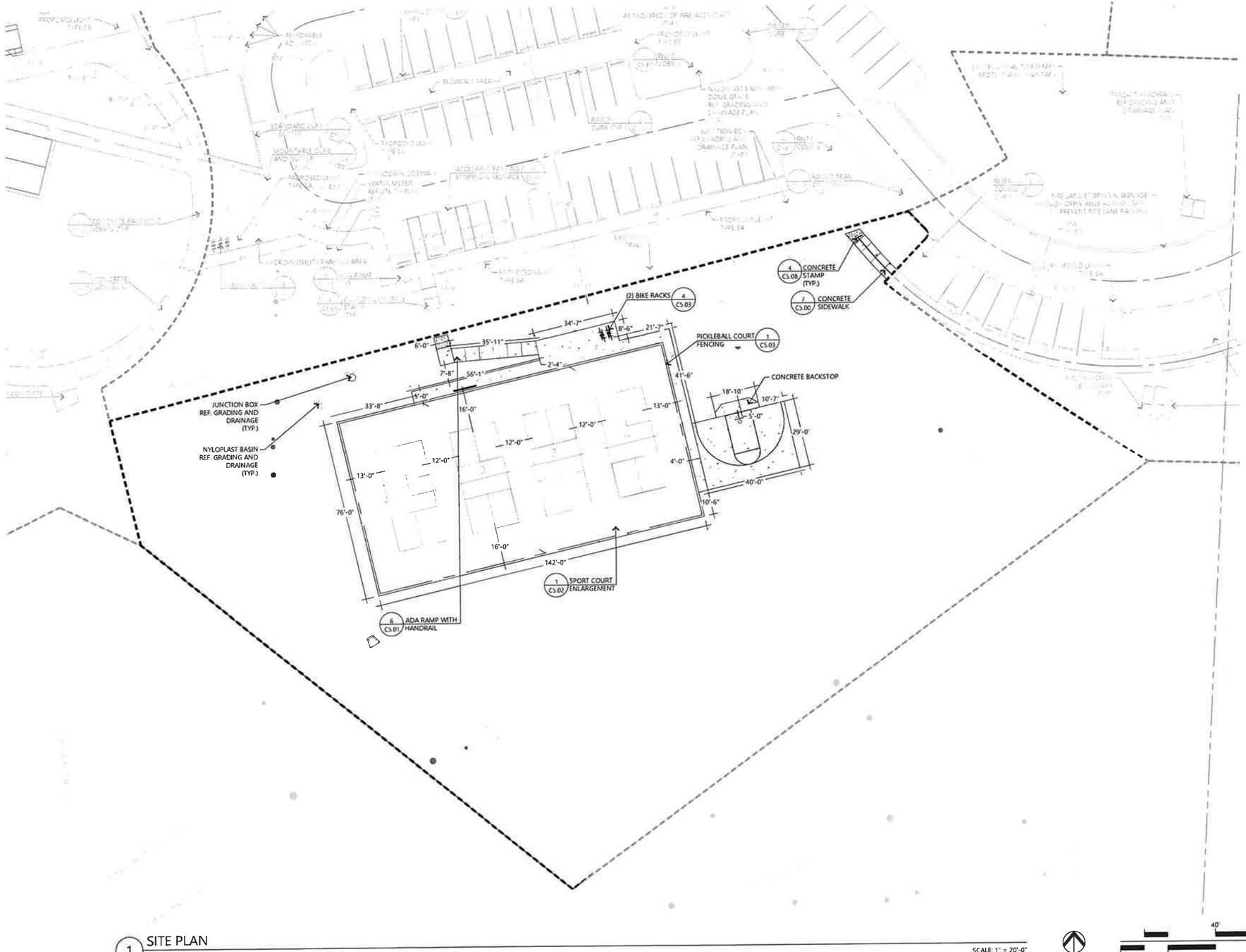
# UNDERWOOD PARK

Fayetteville, Arkansas

KEYMAP




| | |
|---|---|
| EDG PROJECT NO | 22-045 |
| DATE | 2025.02.20 |
| REVISIONS | |
| Mark | Date | Description |
| PHASE | BID DOCUMENTS |
| TITLE | SITE PLAN |
| SHEET NO | C1.03 |




1 SITE PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

## PROPOSED SITE PLAN LEGEND

- PROPOSED CURB AND GUTTER (REF. PLANS FOR TYPE)
- PROJECT BOUNDARY
- TYPICAL CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- TYPICAL CONCRETE SIDEWALK
- CONCRETE STAMP

## EXISTING LEGEND


E | D | G
Ecological Design Group
www.ecologicaldg.com
phone: 501 378 0200
LITTLE ROCK | ROGERS | WYNNE


STATE OF ARKANSAS
No. 1404
BRIAN M. DRIVER
2/18/25

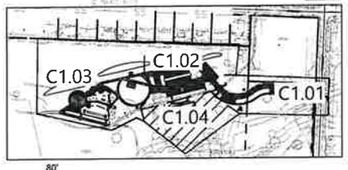
CERTIFICATE OF AUTHORIZATION
ARKANSAS

811
Know what's below.
Call before you dig

# UNDERWOOD PARK

Fayetteville, Arkansas

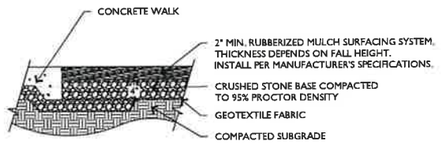
KEYMAP




| | |
|---|---|
| EDG PROJECT NO | 22-045 |
| DATE | 2025.02.20 |
| REVISIONS | |
| Mark | Date | Description |
| PHASE | BID DOCUMENTS |
| TITLE | SITE PLAN |
| SHEET NO | C1.04 |

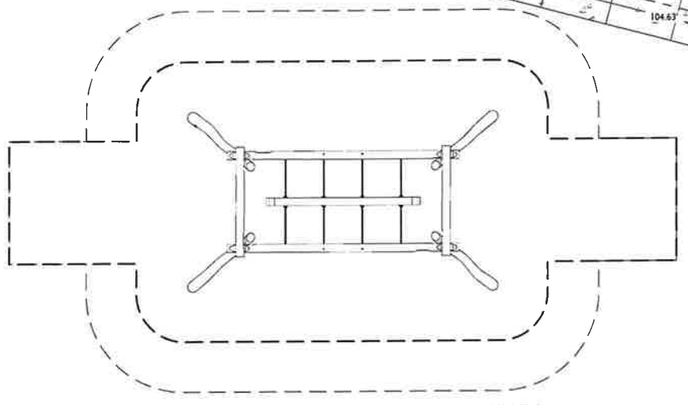
PLAYGROUND NOTES:

1. This project contains a playground. The contractor or sub-contractor shall be experienced in design and construction of playgrounds. Work shall be in conformance with at a minimum:
   a. The latest editions of ASTM F1487 standard consumer safety performance specification for playground equipment for public use,
   b. ASTM F2223 standard guide for ASTM standards on playground surfacing,
   c. ASTM 12292 standard specification for impact attenuation of surfacing materials within the use zone of playground equipment, F1951, F2479, F2373 and the CPSC Playground Safety Handbook.
   A member of the Contractor's Team shall be a Certified Playground Safety Inspector (CPSI) to assist with ensuring the playground is installed and constructed to industry standards as outlined in the ASTM and CPSC Documents and other relevant industry standards.
2. Playground Safety Surfacing shall be tested as outlined in ASTM F1292 after installation to ensure compliance with the specifications.
3. All playground equipment shall be certified by the International Playground Equipment Manufacturers Association (IPEMA).
4. During playground work the contractor shall have on site a qualified superintendent certified for playground installation.
5. The contractor is responsible for ensuring playground equipment accepted as an alternate or equal, fits within the design of the playground area. Costs to adapt, if allowed, such as increased fall spaces surfaces, will be the responsibility of the Contractor with no additional costs to the Owner.
6. Limited information is provided on playground equipment installation in these documents. Contractor is to obtain and follow manufacturers installation instructions.



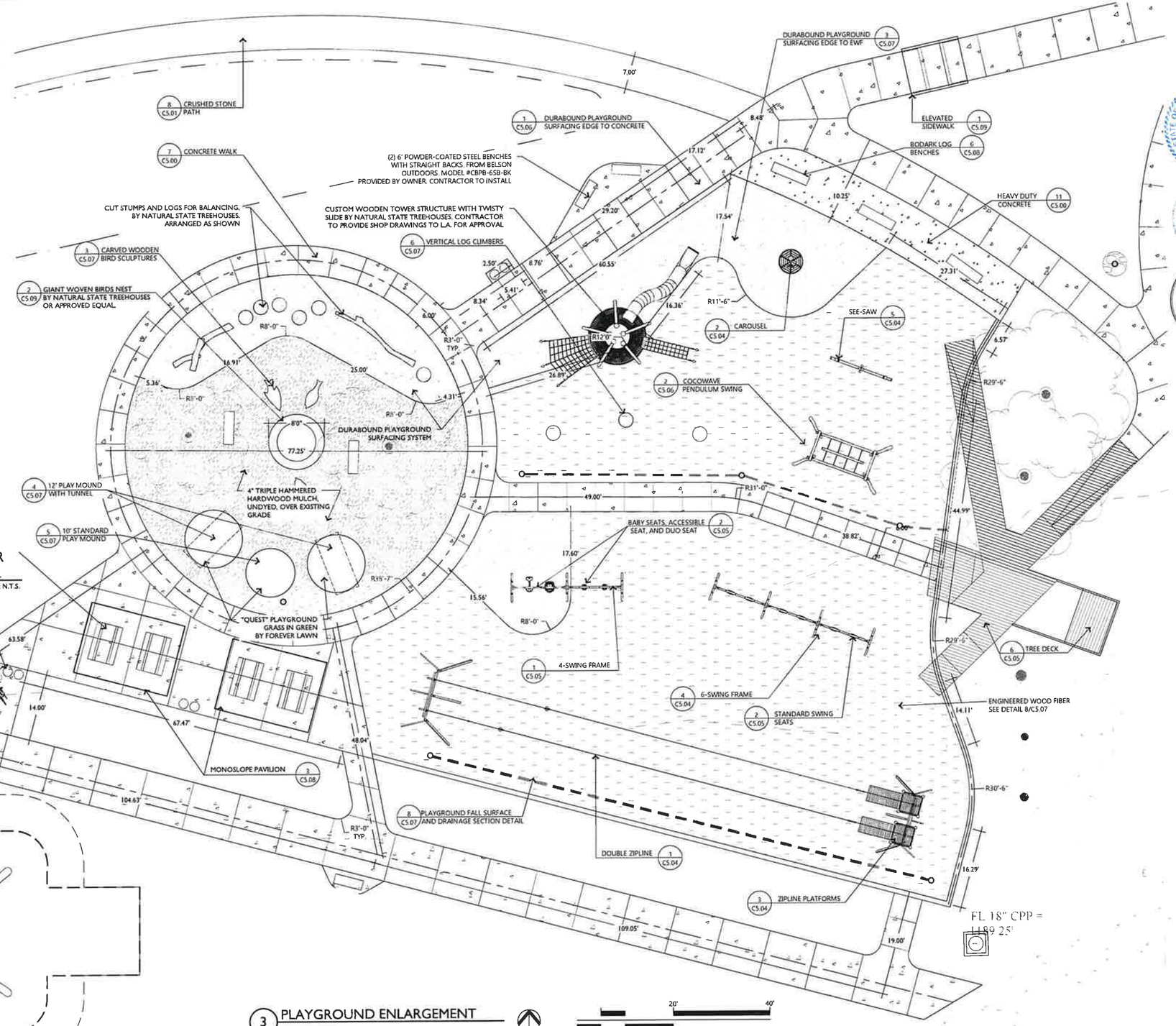

1 BONDED RUBBERIZED MULCH SURFACING SYSTEM EDGE TRANSITION DETAIL TO CONCRETE WALK OR CURB. DURABOUND, NO FAULT, OR SIMILAR/EQUAL PRODUCT

SCALE: N.T.S.



2 KOMPAN NRO915-1001 - COCOWAVE ROPE PENDULUM SWING, UNTREATED, OR APPROVED ALTERNATE EARTHSCAPE

SCALE: N.T.S.




3 PLAYGROUND ENLARGEMENT

E | D | G
Ecological Design Group
www.ecologicaldg.com
phone: 501 378 0200
LITTLE ROCK | ROGERS | WYNNE

02-19-25

Know what's below. Call before you dig.

# UNDERWOOD PARK
Fayetteville, Arkansas

| | |
|---|---|
| EDG PROJECT NO | 22-045 |
| DATE | 2025.02.20 |

REVISIONS

| Mark | Date | Description |
|---|---|---|

PHASE BID DOCUMENTS

TITLE SITE DETAILS

SHEET NO C5.06

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1120

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Steven Dotson, Chief Financial Officer

**FROM:** Amanda Beilfuss, Procurement Director

**SUBJECT:** **Approval of a Contract for Bond Underwriting Services**

---

**RECOMMENDATION:**
Staff recommends approval of a five-year contract with Stephens, Inc., through RFP 25-05, to provide bond underwriting services for the City during the bond issuance process.

**BACKGROUND:**
The City issues bonds to provide funding for City Council approved projects. Due to the complexity and nature of bond issues, the City has a need to acquire third party bond underwriting services in connection with the bond issuance process.

**DISCUSSION:**
The City advertised RFP 25-05, Bond Underwriter, on March 23, 2025. A total of five (5) firms responded. After meeting on May 8, 2025, the selection committee voted Stephens, Inc. as the top-ranking firm according to the selection criteria presented in the request for proposals. The City entered into contract negotiations with Stephens, Inc. and presents the contract for consideration.

**BUDGET/STAFF IMPACT:**
The cost of bond underwriting services is payable from the proceeds of the successful sale of the City's bonds.

**ATTACHMENTS:** 3. Staff Review Form, 4. RFP 25-05, Contract - Signed, 5. RFP 25-05, Appendix A - City Issued RFP, 6. RFP 25-05, Appendix B - Stephens Proposal

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

**File #:** 2025-1120

**A RESOLUTION TO APPROVE A FIVE-YEAR CONTRACT WITH STEPHENS, INC. PURSUANT TO RFQ 25-05 FOR BOND UNDERWRITING AND RELATED SERVICES**

**WHEREAS**, the City issues bonds to provide funding for City Council approved projects and, due to the complexity and nature of bond issues, the City has a need to acquire third party bond underwriting services in connection with the bond issuance process; and

**WHEREAS**, Stephens, Inc. has provided excellent bond underwriting and related services for various bonds issued by the City of Fayetteville for the last several years; and

**WHEREAS**, a City selection committee reviewed applications and interviewed potential bond underwriting firms prior to selecting Stephens, Inc. as bond underwriter subject to City Council approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Stephens, Inc. as the City's Bond Underwriter pursuant to RFQ 25-05 and authorizes Mayor Rawn to sign a five-year contract with Stephens, Inc. to serve as the City's Bond Underwriter.

**City of Fayetteville Staff Review Form**

**2025-1120**

**Item ID**

**7/15/2025**

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

| Amanda Beilfuss | 6/26/2025 | PURCHASING (160) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

Approval of a five-year contract with Stephens, Inc., through RFP 25-05, to provide bond underwriting services as needed for the City during the bond issuance process.

## 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 #** 238-18

**Change Order Number:**

**Approval Date:**

**Original Contract Number:**

**Comments:**

CITY OF
FAYETTEVILLE
ARKANSAS

# CONTRACT FOR BOND UNDERWRITER SERVICES

**Reference:** RFP 25-05
**Vendor**: Stephens, Inc.

This contract executed this ____ day of _____, 2025, between the City of Fayetteville, Arkansas acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY), and **Stephens, Inc.** (hereinafter called **Stephens**) in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City of Fayetteville desires to hire **Stephens** to provide bond underwriter services as explained in RFP 25-05 during the term of this agreement. **Stephens** was selected by a City of Fayetteville selection committee after a competitive Request for Proposal process, hereby identified as RFP 25-05.

2. The City of Fayetteville agrees to:

    a. Negotiate with **Stephens** to determine the proper and fair Underwriter Discount, which is typically expected to fall within the proposed $3.95 - $4.95 per $1,000.00 for a minimum bond issue of $50,000,000. The Underwriter Discount with **Stephens** may exceed the $3.95 - $4.95 range for more complex bond issues which require increased time and effort to plan and execute. The Underwriter Discount to be paid from bond sale proceeds shall be the **only** payments made by the City of Fayetteville for Stephens Bond Underwriting and related services.

    b. Make available to **Stephens,** all relevant information or data it has pertinent to the Services which is required by **Stephens** to perform the Services. **Stephens** shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of **Stephens** or otherwise.

    c. Give prompt consideration to all documentation related to the Services prepared by **Stephens** and whenever prompt action is necessary shall inform **Stephens** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services

3. **Stephens** agrees to continue its services to the City of Fayetteville as its Bond Underwriter for its proposed Underwriter Discount and to negotiate with the City for each bond issuance. **Stephens** agrees not to charge further fees (such as Underwriter's Counsel, etc.) without prior written agreement with the City of Fayetteville.

4. **Stephens** agrees that its fees shall only become payable and be paid from proceeds from the successful sale of the proposed bond issuance by the City of Fayetteville. If, for whatever reason the proposed bonds are not issued or sold, **Stephens** agrees to make no claim for compensation for its services provided in anticipation of the issuance and sale of the City of Fayetteville's bonds.

5. This contract shall be effective for a period of one year from the effective date as set forth above. Unless notice of termination is given by either party ninety (90) days before the end of a term, the contract shall automatically renew each year for up to four additional one-year terms. Both parties have a right to terminate this contract at any time upon ninety (90) calendar days written notice to the other party.

In the event of termination, claims for compensation owed **Stephens** by the City shall be limited to verifiable services rendered.

6. The Contract documents which comprise the contract between the City of Fayetteville and **Stephens** consist of this Contract and the following documents attached hereto, and made a part hereof:

   a. Appendix A: CITY Issued Solicitation for RFP 25-05, Bond Underwriter, and Addenda

   b. Appendix B: **Stephens's** RFP Submittal

   c. Appendix C: **Stephens's** Certificate of Insurance

7. These Contract documents constitute the entire agreement between the City of Fayetteville and **Stephens** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Stephens**

8. **Stephens** shall not assign its duties under the terms of this agreement.

9. **Stephens** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Stephens** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

10. **Stephens** shall furnish certificates of insurance addressed to the City of Fayetteville, showing coverage for insurance listed in **Appendix C** which shall be maintained throughout the term of the Contract. Such certificate shall be provided to the City within seven (7) calendar days after contract award.

11. **Stephens** to furnish proof of licensure as required by all local and state agencies.

12. The City of Fayetteville's Chief Financial Officer is the Services representative with respect to the services to be performed under this Agreement. The Chief Financial Officer shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used, under this Contract.

13. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

14. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

15. Professional Responsibility: **Stephens** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.

16. Permits & Licenses: **Stephens** shall secure and maintain any and all permits and licenses required to complete this Contract.

17. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **Stephens** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Stephens.** In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.

18. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.

19. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay **Stephens** for services actually rendered.

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

In agreement with all the terms and conditions above, we sign below:

**STEPHENS, INC.**

By: _____
**Kevin Faught**, Senior Vice President

**CITY OF FAYETTEVILLE, ARKANSAS**

By: _____
**Molly Rawn**, Mayor

ATTEST:

By: _____
**Kara Paxton, City Clerk-Treasurer**

CITY OF FAYETTEVILLE ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

# RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 25-05, Bond Underwriter
DEADLINE: Thursday, April 17, 2025 before 2:00 PM, local time
PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 03/23/2025

Appendix A
RFP 25-05, Bond Underwriter
City Issued RFP

## REQUEST FOR PROPOSAL
## RFP 25-05, Bond Underwriter

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

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

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

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

# City of Fayetteville, AR
## Request for Proposal
## RFP 25-05, Bond Underwriter

The City of Fayetteville, Arkansas, is now accepting proposals for qualified firms to provide bond underwriting services for one (1) year with four (4) renewal options. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Procurement Director at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Thursday, April 17, 2025 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Proposers shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

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

Appendix A
RFP 25-05, Bond Underwriter
City Issued RFP

City of Fayetteville
By: Amanda Beilfuss, Procurement Director
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
*TDD (Telecommunications Device for the Deaf): (479) 521-1316*
Date of advertisement: 03/23/2025
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $164.85

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:
   Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

   a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

   c. The complete fee and cost to the City for all services outlined in this RFP.

   d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five-page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

      i. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

         1. Option 1 –Electronic Submittal (***strongly encouraged***): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

         2. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to

Appendix A
RFP 25-05, Bond Underwriter
City Issued RFP

City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

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

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

Appendix A
RFP 25-05, Bond Underwriter
City Issued RFP

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

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

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

8. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, Procurement Director, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

Appendix A
RFP 25-05, Bond Underwriter
City Issued RFP

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate to purchases between the City and said Contractor.

Appendix A
RFP 25-05, Bond Underwriter
City Issued RFP

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

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

18. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED. Insurance shall remain valid, when applicable, throughout project/contract completion.

19. PAYMENTS AND INVOICING:

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

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20. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

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

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

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

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Bond Underwriter
City Issued RFP

attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

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

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

27. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**

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f. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

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City Issued RFP

1. COMMUNITY OVERVIEW:

The City of Fayetteville, Arkansas, County Seat of Washington County is located in the northwest corner of Arkansas. It is a city of the first class in the State of Arkansas with an approximate population of 100,000 citizens and a regional population base of over 550,000. Fayetteville is home to the principal campus of the University of Arkansas, which has contributed to higher education in the area for over 100 years.

2. CAPITAL FINANCIAL PLANNING:

The northwest Arkansas region has witnessed explosive growth and development over the past twenty-five (25) years. This growth has heavily taxed infrastructure capacity of Fayetteville and its neighboring communities. The City of Fayetteville develops, on a biennial basis, a Five-Year Capital Improvements Program (CIP). The City's philosophy concerning the use of the CIP is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The City has historically funded the CIP primarily on a pay-as-you-go basis. However, for major construction projects such as water and sewer system improvements, road projects, trail projects and building projects, Sales and Use Tax bonds, and revenue bonds have been issued. The City has also issued Amendment 78 bonds for short term obligations for projects such as fire stations.

3. CURRENT BOND ISSUES:

See Appendix A.

4. FUTURE BOND ISSUES:

a. The City will continue to evaluate opportunities to refinance existing bond issues if it economically in the City's best interest.

b. GO bonds or private placement bonds are rarely used but could be issued if the need arises.

5. INTENT:

The City intends to select a primary underwriter for the entire contract term and reserves the right to select other firms if specialized qualifications are needed.

6. SCOPE OF WORK:

In serving as bond underwriter to the City, the selected firm will be expected to perform said scope of services:

a. Ability to provide advice to the City on bond market conditions and timing of the sale of its bonds.

b. Provide assistance to the City in determining the term and amortization schedule, call provisions, and other factors which are relevant to marketing the City's bonds. This shall include preparation of maturity schedules and debt service projections which represent effective marketing structures for the City's bonds.

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c. Ability to present and evaluate alternate financing means.

d. Ability to work with the City to obtain the best possible bond rating including attendance at any presentation to the rating agencies, as requested by the City.

e. Ability to prepare the Preliminary Official Statement and the final Official Statement and other related documents.

f. Ability to determine the feasibility of bond insurance and to arrange for the selection of a bond insurance firm should insurance be desirable on a given issue.

g. Ability to evaluate and recommend for selection of trustee, paying agent, and/or registrar services, as necessary.

h. Ability to attend all City meetings, assist in presentations at City meetings, and attend all signings, closings, conferences, etc. as deemed necessary by the City.

i. Ability to coordinate printing of the bonds with bond counsel.

j. Ability to calculate the fiscal impact of any statements by the Governmental Accounting Standards Board (GASB) on the refunding of outstanding debt.

k. Ability to provide easy access and quick response to requests for advice and technical support made by the City.

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## 7. PROPOSAL FORMAT:

In responding to this request, firms shall include the following information in addition to other requested information and pertinent information related to the selection criteria:

a. Proposals shall be prepared simply and economically, providing a straightforward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white pages and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion.

b. All proposals shall disclose any involvement in current litigation on any aspect of a municipal bond issue performed by the firm or its employees. Failure to do so would serve as grounds for severing any contractual relationship.

c. **References:** A client reference list for which similar work has been performed within the past five (5) years.

d. **Marketing Plan:** Describe your firms approach to marketing an issue and how you would intend to sell issues at the best possible price for the City. Describe the firm's retail and institutional marketing capabilities.

e. Include any other information that might be helpful to assist the City in understanding the firm's unique qualifications to perform bond underwriting services for the City of Fayetteville.

f. **Services:** State the support services as discussed in the Scope of Services section of this RFP that would be provided to the City in connection with a typical municipal bond issuance. Include a proposed schedule of events and assignments of responsibilities for all participants, including time estimates for each step.

g. **Experience:** Provide a general description of the firm, its history, primary types of work, organizational structure, etc. List relevant municipal bond issuances during recent years in which the firm has served as a senior underwriter. For each municipal issue, please provide the following information as an appendix to the 25-page limit submission:

   i. Name, title, and phone number of a reference
   ii. Type of Issue
   iii. Maturity of the issue
   iv. Issue sale date
   v. Competitive or negotiated bond sale
   vi. Par amount of the bonds issued
   vii. Issue rating obtained
   viii. Interest rate(s), true interest cost and total underwriting spread, including original issue discount, if any
   ix. The name of the firm's staff person responsible for management of the issue

h. **Bond Rating:** Describe what level of participation would be taken in the bond rating process. For example, describe what could be done to maximize the rating on the City of Fayetteville's municipal bond issues.

i. **Fees:**

   i. State the proposed/anticipated fee range expected to be charged for services per $1,000 in bonds issued. The breakdown of fees should be as follows:

      1. Management fee
      2. Underwriting risk
      3. Takedown
      4. Miscellaneous expenses
      5. Total fee per $1,000 bond issue

   ii. Should a firm desire not to break out the various fees listed, the proposal may contain a fee per $1,000 of bonds issued that includes ALL aspects of the underwriter's spread. In addition, identify and estimate any other professional fees, not included in the itemized fees or underwriter's spread, which the City would be expected to pay (i.e. underwriter's counsel). Any

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change in the takedown fee component, which is subject to market conditions, must be substantiated by the market conditions to the satisfaction of the City.

j. Company:

i. *Experience:* Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.

ii. *Company Principals:* Provide a brief biographic overview of the Company's key principals.

iii. *Capabilities:* Proposer shall provide a description of limitations relative to facilities, staff personnel, ongoing projects/ contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

*iv.* *Company Organization:*

1. *Primary Business:* Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
2. *Company History:* Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

k. Personnel:

i. *Staff:* The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.

ii. *Resumes:* The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:

1. Position/Title
2. Tenure with Proposer
3. Experience
4. Other related information

## 8. CONTRACT FORMATION:

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

b. The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be automatically renewable by mutual consent, at a mutually agreed to fee schedule on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. In the event of termination, claims for compensation owed the

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consultant by the City shall be limited to verifiable services rendered. The City reserves the right not to use the "primary" contract solely. The City reserves the right to contract with any firm responding to this request, based on specific project needs and experience needed.

9. SELECTION CRITERIA:

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

1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.

2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

3) 15% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

5) 15% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. ADDITIONAL DOCUMENTS AND INFORMATION: The following documents are included with this solicitation as additional information:

a. Appendix A: Bonded Indebtedness

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Appendix A
City Issued RFP

## 1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

d. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

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

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## 2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____Phone#2: _____

E-Mail Address: _____

## 3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

| ADDENDUM NO. | SIGNATURE AND PRINTED NAME | DATE ACKNOWLEDGED |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

## 4. DEBARMENT CERTIFICATION

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.

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5. SIGNATURE SUBMITTAL

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

Appendix A
RFP 25-05, Bond Underwriter
City Issued RFP

END OF RFP DOCUMENT

# RFP 25-05, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

**Date:** Thursday, March 27, 2025

**To:** All Prospective Vendors

**From:** Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

**RE:** RFP 25-05, Bond Underwriter

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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 RFP. ***PROPOSERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID PORTAL/FORM.***

1. Attached to this addendum is Appendix A, that is listed in the RFP documents. Appendix A includes the City's Bonded Indebtedness as of 03/13/2025.

RFP 25-05, Bond Underwriter
Appendix A
City Issued RFP

Attachment A
CITY OF FAYETTEVILLE, ARKANSAS
BONDED INDEBTEDNESS
3/13/2025

| DESCRIPTION | | |
|---|---|---|
| Tax Increment Financing Bonds | $ | 1,796,160.00 |
| Parking Deck Bonds, Series 2012 | | 3,950,000.00 |
| Hotel, Motel and Restaurant Bonds, 2014 | | 7,705,000.00 |
| Library Improvement Bonds, 2017 | | 17,505,000.00 |
| Sales Tax Construction Bonds, 2019 | | 9,080,000.00 |
| Sales Tax Construction Bonds, 2022 | | 68,505,000.00 |
| Sales Tax Construction Bonds, 2024 | | 15,000,000.00 |
| * W/S Revenue Bond, 2024 | | 5,385,747.15 |
| | $ | 123,926,907.15 |

* *Amount Represents total balance due to ANRD as of 12/31/24 of an approved $85,000,000 Bond*

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RFP 25-05, Bond Underwriter
City Issued RFP

# RFP 25-05 Addendum 1
# Stephens Inc.
# Supplier Response

RFP 25-05 Bond Underwriter
Appendix B
Stephens's Proposal

## Event Information

Number: RFP 25-05 Addendum 1
Title: Bond Underwriter
Type: Request for Proposal
Issue Date: 3/23/2025
Deadline: 4/17/2025 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is now accepting proposals for qualified firms to provide bond underwriting services for one (1) year with four (4) renewal options. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Procurement Director at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

## Contact Information

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

## Stephens Inc. Information

Contact: Paula Morehead
Address: 111 Center Street
LITTLE ROCK, AR 72011
Phone: (501) 377-2299
Email: StephensTXrfp@stephens.com

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

Kevin Faught
*Signature*

kfaught@stephens.com
*Email*

*Submitted at 4/17/2025 12:02:37 PM (CT)*

## Requested Attachments

### RFP 25-05, Bond Underwriter

Stephens Response to RFP 25-05, Bond Underwriter.pdf

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

## Bid Attributes

| | |
|---|---|
| 1 | **Check Yes or No:**<br>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.<br>☑ Yes, I agree<br>☐ No, I don't agree |
| 2 | **Check Yes or No:**<br>Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy,<br>Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any<br>public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel,<br>Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.<br>☑ Yes, I agree<br>☐ No, I don't agree |
| 3 | **Addendum Acknowledgement**<br>By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.<br>☑ I agree |

Appendix B
RFP 25-05, Bond Underwriter
Stephens's Proposal

Stephens

PUBLIC FINANCE

## City of Fayetteville, Arkansas

# Response to Request for Proposal RFP 25-05, Bond Underwriter

April 17, 2025

Appendix B
RFP 25-05, Bond Underwriter
Stephens's Proposal

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Stephens Inc. Member NYSE | SIPC

Stephens

Jackson T. Stephens, 1923-2005
Chairman Emeritus in Perpetuity

April 17, 2025

Ms. Amanda Beilfuss
Procurement Director
City of Fayetteville, AR

RE: Response to Request for Proposal RFP 25-05, Bond Underwriter

Dear Ms. Beilfuss:

On behalf of Stephens Inc. ("Stephens" or the "Firm"), we appreciate the opportunity to submit our proposal to continue serving the City of Fayetteville (the "City") as its bond underwriter. Stephens has a long history working with the City, including serving as its bond underwriter on various transactions in recent years. Our firm's in-depth knowledge of the City combined with our underwriting experience and expertise will offer you a valuable partner moving forward. In reviewing our proposal, we would ask that you consider the following:

- **Stephens has significant municipal bond underwriting experience and a track record of performance.** The Stephens team assigned to this engagement brings over 50 years of combined experience and has structured billions in tax-exempt and taxable municipal bonds. Since 2020, Stephens has served as underwriter on 344 negotiated transactions for issuers nationwide, totaling over $16 billion. During that time, our firm ranked among the top 10 nationally for the 5-year total number of negotiated sales and use tax bond offerings.

- **Stephens maintains an extensive network of institutional and retail investors that will buy the City's bonds.** With offices across the Southeast, Stephens offers a national distribution network that includes both retail and institutional investors. Having access to a wide and diverse investor network is very important as our sales force will have a vast network of investors to approach. When an extensive investor network is not maintained, an underwriter may increase interest rates to generate attention for the bond offering. Our firm not only maintains key relationships with large institutional accounts nationwide, but also with smaller regional accounts often overlooked by national firms. Moreover, Stephens represents more than 18,000 retail and institutional accounts in Arkansas alone, and we are committed to further diversifying the City's investor base in an effort to lower the overall cost of capital.

- **Stephens has a willingness to commit capital.** Stephens is among a small group of the nation's largest family owned financial services firms. Unlike many financial firms which are highly leveraged and focused on short-term results, Stephens takes a measured approach in managing our balance sheet. We focus on quality over quantity, while maintaining profitability and financial strength. Our strong capital position enables us to price and support your bond offerings across all market conditions, providing the flexibility and stability needed to execute successful transactions regardless of the environment. Stephens exceeds the minimum net capital requirement.

- **Arkansas is our home!** Since 1933, Stephens has continually operated out of Little Rock and been a key partner with Arkansas communities, including the City Fayetteville. While Stephens now has 26 offices worldwide and employs more than 1,300 people, we have not forgotten who we are and where we come from. It is worth noting, that Stephens has had an office in Fayetteville since 1993 and now employs 32 professionals. We take great pride in continuing to represent the people of Fayetteville and provide financing to support public service projects throughout our state. Since our firm has no commercial banking arm, we do not compete with your local banking community, we partner with them. By selecting Stephens, you are choosing a firm that cares deeply for our home state and maintains an office in your City.

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We have attempted to answer each question raised in your request and, by doing so, establish Stephens' qualifications and commitment to continuing to serve the City of Fayetteville. If selected, we pledge to provide the highest level of service and commitment and are ready to begin work immediately.

Thank you again for the opportunity to present our qualifications. As officers, we are legally authorized to commit Stephens to all terms and conditions outlined in the request and we welcome any questions regarding our response.

Respectfully Submitted,

Leigh Ann Biernat, CPA
EVP, Head of Public Finance

Kevin Faught
Senior Vice President

Jason Holsclaw
Senior Vice President

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**MSRB RULE G-23 DISCLOSURE**

**STEPHENS INC. IS NOT YOUR MUNICIPAL ADVISOR OR FIDUCIARY.** Stephens Inc. proposes to be the underwriter, and not the financial advisor, for proposed securities to be issued by or on behalf of the City of Fayetteville, Arkansas. The primary role of an underwriter, as distinguished from a financial advisor, is to purchase, or arrange for the placement of securities in an arm's-length commercial transaction between the issuer and the underwriter. The underwriter has financial and other interests that differ from those of the Issuer. Stephens and its affiliates engage in a broad range of securities transactions and activities, financial services and other relationships from time to time that involves interests that differ from those of the Issuer. In the ordinary course of business, Stephens or its affiliates (i) may at any time hold long or short positions, and, through employees who do not have access to non-public information relating to this issue, may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Issuer or any other prospective participant in the Issuer's project and (ii) may at any time be pursuing, providing or arranging financing or other financial or transactional services to such prospective participants or to other issuers or market participants.

## B. CURRENT LITIGATION

All proposals shall disclose any involvement in current litigation on any aspect of a municipal bond issue performed by the firm or its employees. Failure to do so would serve as grounds for severing any contractual relationship.

Stephens is not aware of any inquiries, investigations, or litigation during the last five (5) years that concern our firm's municipal finance activities. As a full service broker dealer and investment banking firm, our firm has been subject to litigation, arbitrations, and inquiries concerning other areas of the firm. Information concerning these other matters will be provided upon request.

## C. REFERENCES

A client reference list for which similar work has been performed within the past five (5) years.

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## D. MARKETING PLAN

Describe your firm's approach to marketing an issue and how you would intend to sell issues at the best possible price for the City. Describe the firm's retail and institutional marketing capabilities.

### MARKETING STRATEGY

The fundamental objective of our marketing strategy is to diversify the City's investor base and to minimize interest costs. Stephens maintains relationships with all the major Tier 1 institutional accounts, as well as Tier 2 and 3 firms that are often overlooked by the larger firms. In order to diversify your account base and increase investor participation, our firm will implement a marketing strategy targeted at all these investor tiers. However, the ultimate objective of our proposed marketing plan is to target local retail investors in Arkansas given that retail investors are purchasing municipal bonds due to the attractive interest rate levels.

**Bondholder Analysis and Investor Engagement.** One of the first steps we would take is to prepare a bond analysis to compare current bondholders of the City's bonds and the top holders of bonds issued in the State of Arkansas. Since the current holders of the City's bonds are already familiar with the City's credit and have demonstrated an appetite for its bonds, they will serve as part of the initial wave of marketing solicitations, generating interest in the bonds and thereby propelling further interest within the institutional community. Through our analysis, we would identify investors that may not only be interested in this type of credit, but also have the capacity to place large block orders to support the City's transactions. As shown herein, there are holders of Arkansas issued bonds that do not hold the City's bonds. As such, we would begin our marketing efforts by engaging these investors for any new debt offering. For example, we would approach Vanguard, Blackrock, Lord Abbett & Co LLC, Northern Trust Corporation, New York Life, Goldman Sachs and Capital Group Companies Inc. in addition to the current holders given these are among the top holders of Arkansas bonds but do not hold a position in the City's bonds.

**Top Holders - City of Fayetteville***

| | Investor | Par ($000) |
|---|---|---|
| 1 | TIAA-CREF | 2,295 |
| 2 | Massachusetts Financial | 4,000 |
| 3 | Alliancebernstein | 4,000 |
| 4 | Prudential | 3,000 |
| 5 | Sentry Insurance | 950 |
| 6 | Amerisafe Inc | 755 |
| 7 | Invesco | 515 |
| 8 | Marketfield Asset Management | 265 |
| 9 | Robert W Baird | 60 |

**Top Holders - State of Arkansas***

| | Investor | Par ($000) |
|---|---|---|
| 1 | TIAA-CREF | 421,425 |
| 2 | Vanguard | 373,267 |
| 3 | Blackrock | 319,197 |
| 4 | Massachusetts Financial | 177,665 |
| 5 | Lord Abbett & Co LLC | 171,752 |
| 6 | Northern Trust Corporation | 139,388 |
| 7 | New York Life | 136,576 |
| 8 | Goldman Sachs | 134,480 |
| 9 | Capital Group Companies Inc | 125,053 |

*This only represents the top publicly disclosed institutional bondholders for the City. Accounts not listed in the top ten may be a holder of bonds, but at a lower position.
Source: Bloomberg

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**Targeting Institutional Investors**. Stephens' Municipal Bond Institutional Sales Department consists of over 65 experienced professionals strategically located in eight offices throughout the United States whose function is maintaining relationships with institutional and middle market investors nationwide. Our offices are staffed with municipal institutional sales and trading professionals that focus efforts on penetrating the local and regional middle-tier institutional investor markets in addition to the Tier 1 largest investors. We believe that attracting interest in the City's bonds by regional/middle market institutional investors is vital to a successful marketing campaign since these investors are less interest rate sensitive than large national institutional buyers, yet have the capital to make large purchases of the bonds.

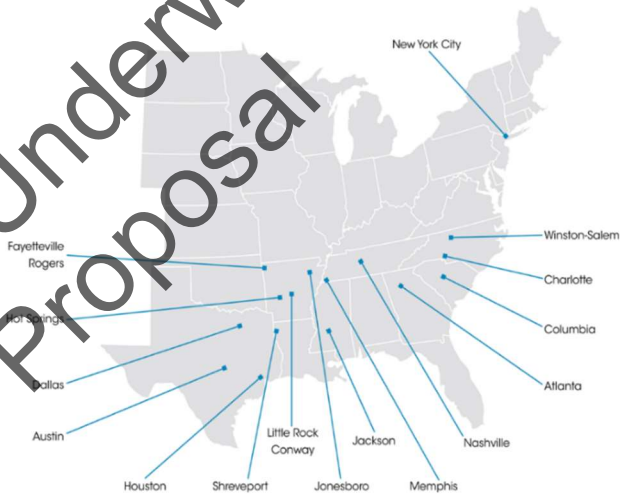
**Expanding the Institutional Investor Base.** While the major holders of bonds issued in Arkansas and current bondholders remain the core of any large issuance, targeting a wider range of investors that do not currently hold the City's bonds can result in a more successful sale and coinciding lower interest rate for you. Stephens brings strong relationships amongst middle-market institutional

investors, which include smaller, less traditional institutional investors as well as many medium-sized insurance companies and asset managers who can play a large role in any City of Fayetteville offering.

Our marketing strategy includes an investor needs based approach. We focus on the investors needs to effectively market the bonds by breaking down time-horizon for each investor class. Further, the distribution of the City's bondholders among institutional tier groups is a useful tool to understand untapped investor classes that are not currently holders of the City's bonds. By further diversifying your investor base to include Tier 2 and Tier 3 investors, the City will access investor demand that may not already be covered by most Wall Street firms and thereby will reduce the City's cost of capital. The process of diversifying the middle market investor base, especially in underrepresented regions and tiers, will increase demand for the City's bonds.

**Bond Structuring Feedback.** The goal of our marketing efforts is not only to stimulate investor interest but also to identify certain investor segments that are willing to accept a lower yield for a particular bond structure. Options in this area may include: long serial bonds, a retail intermediate term bond, original issue discount/premium bonds, short maturity term bonds, and "sealed bid" initial serial bond maturities. **We are able to structure successful financing solutions because our extensive distribution system will canvass all market segments to find the most willing investors for the offering.**

**Targeting Retail Investors.** We will also heavily emphasize targeting retail investors in the City's bond issuances. Stephens has a strong retail marketing distribution platform through the firm's Private Wealth Management Group, which manages tax-exempt investments for a broad range of clients, including high-net-worth individuals, trusts and estates, business owners and multigenerational families. Stephens Private Client Group has approximately 190 retail sales professionals operating from 18 offices in 9 states as shown to the right.




In addition to our institutional accounts, we have amassed an account base of approximately 35,000+ unique retail accounts. Furthermore, our retail account base is far different than the account base of Wall Street firms. Our concentrated focus in municipal securities allows our firm the opportunity to generate meaningful retail orders, and will assist Stephens in maximizing retail distribution for the City's bonds.

**Premarketing Prior to Pricing Day.** Leading up to the sale, Stephens will work with the City and other members of the financing team to establish a baseline whereby we can begin conversations with investors in order to begin building a "book" of interest. By doing this, we can ensure that when the transaction is launched it is done so at credible levels. As we secure indications of anchor orders from accounts, we can leverage that interest to attract other buyers; building the largest book possible in order to achieve the best execution for the City at the time of pricing. During our pre-pricing discussion, Stephens will provide the City with a list of prospective investor targets that have indicated interest in participating in the transaction and articulate our firm's marketing approach.

Please know that Stephens has all the same resources and technology capabilities used by the large bulge bracket firms. For example, on the day of pricing, the City will have access to I-Preo so you and your team can monitor the order period in real time.

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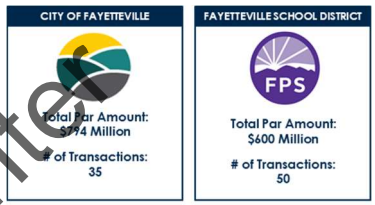
## E. UNIQUE QUALIFICATIONS

Include any other information that might be helpful to assist the City in understanding the firm's unique qualifications to perform bond underwriting services for the City of Fayetteville.

**Continuing Relationships. Our clients come first.** It is this philosophy that ultimately enhances our reputation and business strategy. On the other side of every revenue-generating transaction, there is a customer who must be treated fairly and with the highest of ethical standards. In dealing with these varied interests honestly and fairly, we will build trust in our judgment and integrity. This will forge relationships, the likes of which have been, and will continue to be, the cornerstone of our success.

**Stephens is Familiar with Fayetteville.** For over four decades, our firm has proudly served the City of Fayetteville and the surrounding community helping to facilitate improvements for not only the City, but also the Fayetteville School District and the University of Arkansas at Fayetteville. The graphic to the right provides a summary of the total transactions completed throughout our history working with issuers in Fayetteville.




**A Proven Record of Executing Similar Transactions for the City.** There is no better testament than our record of past performance and the execution of similar transactions for the City. Since 2000, Stephens has served as an underwriter for the City of Fayetteville on over 20 transactions totaling in excess of $557 million. Most recently, Stephens served as the sole manager on the City's $15,000,000 Sales and Use Tax Capital Improvement Bonds that closed in October, 2024.

We are most appreciative of the confidence and trust that the City has placed in us and as shown by our past record of service. Unlike the large national firms, our commitment to service does not change with the size of the transaction. Our previous experience with the City's financings allows Stephens to have a better understanding of your borrowing capabilities. This enables our firm to develop financing plans to meet the City's growing needs. We believe our insight will ensure Fayetteville's financings are completed in a time efficient and cost effective manner.

**Stephens is Easily Available for the City.** The City of Fayetteville engagement will be managed from our Fayetteville office, which has been located here since 1993. Our Fayetteville location gives us a better understanding of issues affecting the City and we are easily accessible at a moment's notice.

**Stephens Inc., 3425 N. Futrall Drive, Fayetteville, AR 72703**

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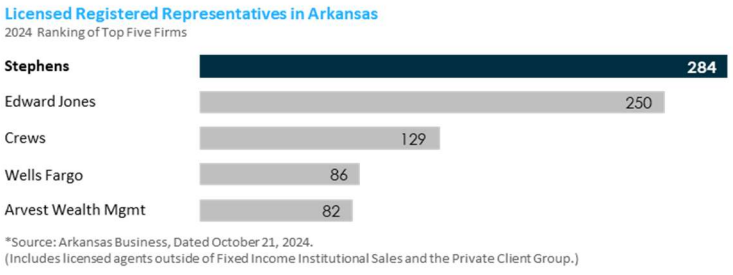
**Financial Strength and Stability.** Stephens is among a small group of the nation's largest family-owned financial services firms. This distinction allows us to focus on the long-term. We don't have a 5-year plan – we have a 100-year plan. Since our founding in 1933, we've been able to identify and seize opportunities during all economic cycles. Whether executing single transactions or developing holistic solutions, we create lasting value. Unlike many financial firms, which are highly leveraged and focused on short-term results, Stephens takes a measured approach in managing our balance sheet. As prudent investors, we focus on quality over quantity, while maintaining profitability and financial strength. Stephens' long-standing history, conservative financial practices, and seamless leadership transitions underscore its strength and stability in the financial services industry. Our commitment to maintaining a robust financial position and experienced leadership team positions the firm well for continued success.

**Stephens is the Recognized Arkansas Market Leader.** While other firms have underwritten Arkansas bonds, Stephens consistently ranks as the top underwriter of Arkansas municipal bonds. This is important for several reasons:

- We have proven knowledge and experience in structuring and marketing financings for Arkansas issuers.
- As Arkansas' top underwriter, Stephens' bankers and traders have deep visibility into most Arkansas-based deals coming to market, including anticipated timing and structure.
- This market insight allows us to strategically position our clients to take full advantage of supply and demand dynamics when pricing new bonds.

**Top Underwriter of Sales and Use Tax Bonds.** Stephens is Arkansas's leading underwriter and a nationally ranked underwriter of sales and use tax bonds. Since completing the very first sales tax financing for an Arkansas municipality in 1984, Stephens has conducted more sales and use tax financings than all of our competitors. Since 2014, Stephens has managed 109 Arkansas sales and use tax bond issues totaling over $1.6 billion, as shown in the chart to the right. This experience is important because it demonstrates our expertise and ability to sell the City's bonds at the lowest cost of capital. This will translate to an efficient and smooth transaction for the City.

**Stephens provides secondary market support.** An attribute that is sometimes overlooked is the ability to provide ongoing and responsive secondary market support. Our firm is the leading provider for secondary market support for investors in search of liquidity and aggressive pricing for Arkansas municipal bonds. Investors appreciate our knowledge and expertise in how Arkansas bonds trade in the secondary market. The tremendous secondary market support is extremely important to investors and enhances our ability to market new issues.




**Arkansas Coverage.** As the chart on the right shows, Stephens employs more registered representatives than any firm in the State. We will utilize this unmatched sales force to access both institutional and retail investors to make sure the City receives the most favorable outcome for its financing.

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## F. SERVICES

State the support services as discussed in the "Scope of Services" section of this RFP that would be provided to the City in connection with a typical municipal bond issuance. Include a proposed schedule of events and assignments of responsibilities for all participants, including time estimates for each step.

### ENGAGEMENT APPROACH AND SCOPE OF SERVICES

Stephens believes our role as bond underwriter goes beyond a single transaction but instead we serve as an extension of the City's staff on matters where our input adds value. Our goal is to be a strategic partner that works to best position the City for continued success.

We will draw on our combined financial expertise to present you with the facts, options and recommendations needed to arrive at the best and most acceptable decision to serve your capital financing needs. Moreover, your Stephens team maintains close working relationships with the other professionals that will comprise the City's financing team, such as bond counsels and trustees. The team's market knowledge combined with local insight will give the City comfort in knowing the Stephens team will facilitate smooth and successful transactions on its behalf.

Stephens' scope of services can be divided into two categories:

- Transaction Management and Bond Pricing
- Consulting and Specialized Services.

### TRANSACTION MANAGEMENT AND BOND PRICING

Stephens' transaction management approach begins by working with the City to identify your overall strategic goals. As the City considers future debt offerings, it is important that such discussion involves a consideration of current outstanding debt, debt capacity, staff resources, and the overall impact such obligations may have on the City. Before any decisions are made, the City should begin by conducting strategic planning that involves action steps such as: anticipating future capital needs, identifying pledged revenue sources, and evaluating financing options.

During this planning phase, Stephens will prepare a debt profile and conduct a thorough analysis of all existing capital leases, notes, and bonds payable based upon the specific pledged revenue. This allows us to take a more active approach in ensuring you can take advantage of any structuring flexibility by "wrapping" payments around existing debt or refunding existing debt for certain efficiencies. **For the City of Fayetteville**, Stephens has already built a debt profile for each pledged revenue source, and we have been active over the years, in monitoring the City's outstanding bonds for possible refunding and restructuring opportunities. For example, Stephens has provided ideas around certain tax restructurings just in the past few months.

Once a decision is made by the City to move forward with a financing, the Stephens team will lead the transaction management process and will take the following steps to timely bring your transaction to market in a way that is best received by investors.

Stephens PUBLIC FINANCE

FINANCING TIMELINE
City of Fayetteville, AR Sales and Use Tax Bonds, Series 2025

CITY OF FAYETTEVILLE ARKANSAS

FEBRUARY 2026 | MARCH 2026 | APRIL 2026 | MAY 2026

| Date | Activity | Participants |
|---|---|---|
| February 6 | First draft of the Preliminary Official Statement (POS) circulated | Friday Firm |
| February 7 | Comments due on POS draft | All parties |
| February 7 | Bond credit presentation to credit rating agency for review | Stephens |
| February 10 | Second draft of POS and financing document circulated for comments | Friday Firm |
| February 19 | Comments due on POS and financing documents | All parties |
| Week of February 24 | Hold call with rating agency to discuss city operations and sales tax | All parties |
| March 11 | Receive credit rating from credit rating agency | City / Stephens |
| March 24 | Electronic distribution of POS to investors for pre-marketing of Bonds | Stephens |
| March 31 | Conference call with City to discuss preliminary bond pricing and market conditions (assumes 3:30pm call) (Preliminary Pricing Report outlining the transaction will be provided prior to call) | City / Stephens |
| April 1 | **Bonds offered for sale** (assumes an open period of ten – I am)<br>• Underwriting commitment to purchase bonds at close of order period | Stephens |
| April 1 | **City Board takes action at regular meeting to:**<br>• adopt ordinance authorizing the issuance of sales and use tax bonds,<br>• authorize the Mayor to sign the bond purchase agreement with Stephens | All parties |
| April 2 | Posting of bond ordinance | City / Friday |
| April 4 | Draft of official statement circulated for comment | Friday Firm |
| April 10 | Bond ordinance published in newspaper | City / Friday Firm |
| April 11 – May 10 | 30 day referendum period | |
| May 13 | Closing (City receives Project Funds) | All parties |

Preliminary; subject to change. As of 01/12/2025.

**Develop and Monitor Financing Timeline and Responsibilities.** Stephens will develop and monitor a schedule that is designed to serve as a plan for the timeline completion of the financing and also identify the party responsible for completing each task. As part of outlining next steps, Stephens will build into the financing process the selection of other members of the financing team.

**Develop Terms of Financing with City and its Bond Counsel.** The Stephens team will work with you to develop the terms of the financing and present you with recommendations on the ideal structure that we believe will achieve the lowest cost of capital. In addition, we will work closely with the City's bond counsel to review the terms and conditions of a proposed sale/offering, tax and regulatory issues, legislative and authorization procedures, and disclosure preparation and dissemination to ensure the proposed financing plan is

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appropriate. Because of our active Arkansas presence, the Stephens team is readily available, as needed, to assist with presentations to key stakeholders.

When assessing optional redemption or "call" provisions and coupon structures after a call date, your financing team will conduct an analysis to determine yield-to-call and yield-to-maturity relationships and assess the cost benefit of having a shorter call than the 10-year industry standard.

**Review Financing Documents on the City's Behalf.** Based upon their years of experience, the Stephens team will coordinate with your staff and legal counsel to review and provide comments on all documents associated with a financing, including but not limited to preliminary official statement, bond indentures, and disclosure documents leading up to and after the bond pricing.

**Bond Marketing and Pricing.** Once the financing is packaged, Stephens will be there to guide you through the marketing and pricing of your bond offering. At Stephens, we believe one of our key roles is to ensure your bond offering is best positioned to achieve the lowest cost of capital. To do this, Stephens relies on direction from its Little Rock based underwriting desk on how best to position a credit to enter the market.

The first step in best positioning the City is to develop a marketing plan tailored, as appropriate, to all investor tiers, including specific targets such as Arkansas and City of Fayetteville residents. As part of this plan, the Stephens team will conduct a bondholder analysis using current information from prior City bond offerings, as well as those investors that favor municipal credits. Stephens will develop a list of investor targets and discuss with our desk on what is needed for optimal investor participation.

As part of the marketing plan, we would consider developing and releasing an investor presentation at the same time as the preliminary official statement is released, approximately 7-10 day before the bond offering. By utilizing an investor presentation, the underwriting team is able to provide detailed information about not only the City, but also build confidence with investors by demonstrating your creditworthiness and financial stability. Investors typically appreciate these presentations, because it condenses the information in the preliminary official statement into an easier to understand format. Once released, Stephens will track the number of investor views and work to ensure underwriter engagement with these accounts in an effort to further expand the City's investor base.

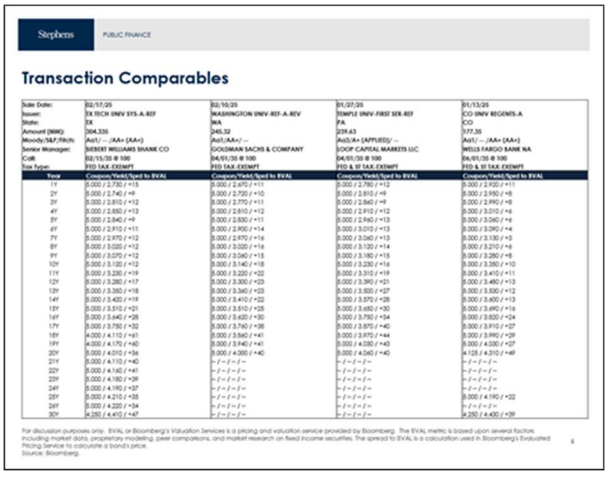
Other elements the City should consider in its marketing approach may include:

- Individual Investor Calls
- Incorporate investor feedback/ preferences if beneficial to transaction
- Media advertising
- Consideration of separate retail order period

**Premarketing Prior to Pricing.** Leading up to the bond offering, our underwriting desk will work to establish a pricing baseline whereby we will be able to begin conversations with investors in order to begin building a "book" of interest. By doing this, we can ensure that when the transaction is launched on the pricing date it is done so at credible levels. As the team secures indications of anchor orders from accounts, they can leverage that interest to attract other buyers; building the largest book possible in order to achieve the best execution for the City at the time of pricing.

**Bond Pricing Assistance.** Prior to the day of pricing, the Stephens team will coordinate a preliminary pricing discussion with the City to outline what levels the underwriting team proposes to "go out with" to investors. Stephens believes that ensuring your bonds are priced correctly is the most critical role we provide. To that end, depending on market appetite, we generally recommend a blended coupon approach that appeals to a larger investor base rather than just using a straight 5% coupon structure.

In determining pricing levels for negotiated transactions, our fixed income specialists compare historical transactions to various indices (e.g., MMD, BVAL) on a maturity-by-maturity basis to establish appropriate credit spreads. Our team selects comparable transactions based upon similar credit structure, pledged revenues, and call structures, among other things.


Stephens PUBLIC FINANCE

Transaction Comparables

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We also consider supply-demand dynamics, municipal to Treasury ratios and other relative benchmarks before making any adjustment to the target scale.

Our team also has access to all major pricing resources and analytical tools, including Bloomberg, Refinitiv, and I-Preo. The Stephens team will assist you in all aspects of pricing, including evaluating pricing performance, communicating directly with investors, and developing pricing alternatives in real time.

On the day of pricing, we will work alongside you to ensure that any yield adjustments are market based and appropriate before recommending the City agree to the terms of any financing.

Stephens PUBLIC FINANCE

Debt Profile Summary: Outstanding Revenue Bonds

Issuer Overall Debt Summary

Refunding Considerations

Coverage Analysis

System Debt Service by Series

| Bond Series | Purpose | Issue Size | Principal Outstanding[1] | Optional Redemption Date | Final Maturity | Tax Status |
|---|---|---|---|---|---|---|
| [illegible] | Refunding | $ 8,140,000 | $ 4,125,000 | Callable | 10/1/2040 | Tax Exempt |
| [illegible] | Refunding/New Money | $ 54,655,000 | $49,510,000 | 10/1/2029 | 10/1/2044 | Taxable |
| [illegible] | Refunding | $13,[illegible] | $12,595,000 | 10/1/2028 | 10/1/2049 | Tax Exempt |
| 9/21/2022 | New Money | $ 46,260,000 | $46,960,000 | 10/1/2029 | 10/1/2052 | Tax Exempt |
| 9/24/2024 | New Money | $40,210,000 | $40,210,000 | 10/1/2029 | 10/1/2054 | Tax Exempt |

[1]FY23 Revenues include [illegible] Water Improvements in January 2024. Also includes depreciation and amortization.

**Post Pricing Performance Analysis**. In a negotiated offering, the Stephens team will work with the City before and throughout the pricing to evaluate the performance of the underwriting team in adding value to the transaction. Our analysis reviews the amount of orders placed, types of orders, and timing of those orders, and to what extent those orders were useable. For example, stock orders are rarely usable orders unlike retail orders that are unique and can be considered in repricing.

**Facilitate a Successful Closing and Post Sale Reporting.** The Stephens team will ensure a smooth and timely closing of the transaction that includes preparing a flow of funds closing memorandum and holding a pre-closing with bond counsel. We will also provide the City with an updated debt profile that includes the impact of the new transaction.

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## CONSULTING AND SPECIALIZED SERVICES

The scope of our services extend well beyond the issuance of debt. Stephens routinely provides the following additional services:

Stephens PUBLIC FINANCE

Refunding Savings Summary*

Refunding of 2014 Bonds (Refunded Maturities: 2025-2034)

| Refunding Update as of | Gross Savings* | NPV Savings ($)* | NPV Savings (%)* |
|---|---|---|---|
| 5/1/2024 | $5,176,602 | $4,265,203 | 6.767% |
| 6/13/2024 | $5,265,274 | $4,388,317 | 6.963% |
| 7/23/2024 | $5,597,572 | $4,688,678 | 7.439% |

*Preliminary; subject to change. For discussion purposes only. The information contained herein is for general illustrative purposes only and is not intended as advice or a recommendation regarding the issuance of municipal securities or the use of municipal financial products. The issuer should rely on its independent registered municipal advisor for advice as it relates to this financing structure or whether to pursue this type of financing. Stephens is not your municipal advisor and does not have a fiduciary duty within the meaning of Section 15B of the Securities and Exchange Act of 1934, as amended.

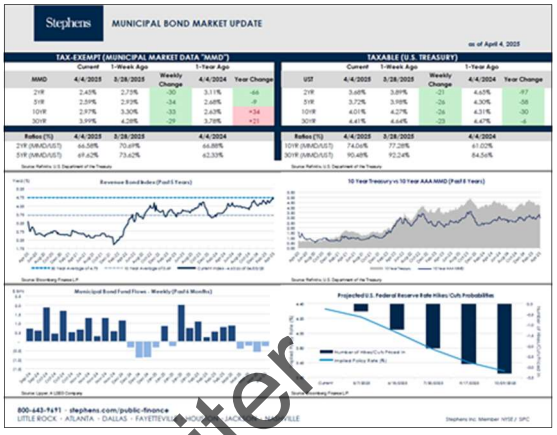
- ***Restructuring analysis of existing bond issues to generate construction funds.*** We are always looking for opportunities to assist our clients with generating project funds. As such, we will routinely analyze existing debt to determine if additional funds can be generated from restructuring any outstanding obligations.

- ***REFUNDING WATCH: Monitoring of debt portfolio for debt refinancing opportunities.*** A bond refinancing can result in substantial savings over the life of a bond issue. Therefore, we continuously monitor our clients' existing debt to determine whether debt service savings can be realized by refinancing outstanding debt at lower interest rates.

- ***Benchmark and Measure Debt Capacity.*** Stephens will work with the City to undertake an analysis of its debt capacity prior to issuing debt to ensure such action is affordable and cost-effective, as well as to prioritize future projects City wide.

- ***Debt and Investment Seminars (Trainings).*** We are available to offer training sessions for the City's staff. This can be helpful particularly for new staff or officials who may be concerned about the debt owed by the City, as well as for individuals that desire more information about how the debt process works, how transactions are structured, and how such debt will be repaid. Training can also include steps in financing capital projects, best practices and policy level considerations. Your assigned team members routinely conduct trainings for individual clients and speak at industry events and conferences.

- ***Assistance with post-issuance federal tax compliance and continuing disclosure requirements.*** The Internal Revenue Service monitors certain responsibilities that bond issuers must perform after bonds are issued. Additionally, our firm can assist with continuing disclosure requirements. To protect our clients' interest, Stephens can take an active role to ensure compliance is maintained if requested or engaged to do so.




- ***Legislative, regulatory, and muni market updates.*** We ensure that our clients are continually informed about the federal and state legislative and regulatory developments that are important to not only the tax-exempt marketplace, but also the City. Additionally, Stephens routinely provides its clients with municipal bond market updates.

- ***Legislative representation.*** Stephens is committed to supporting its clients by working with state officials on matters related to the tax-exempt marketplace and client legislation that impacts their ability to do business and issue municipal bonds. We are regularly called on by state officials to provide information and are seen as an expert in the area of municipal finance.

- ***Development of debt management policy and investor relations program.*** We will work with the City, as needed, to develop and/or review its debt management policy to provide for a well-managed debt program so that all debt is issued prudently and adheres to financial best practices. Also, we can assist with exploring how best to implement an investor relations program for the City.

- ***Capital planning.*** Working with the City, we can assist with formulating and implementing long-range capital and financing plans.

- ***Development of investment policy***. In conjunction with other firm resources, we can assist in the development, review or updating of the City's investment policy for general funds or other funds of the City.

- ***Financial modeling – quantitative services.*** Stephens uses specialized financial analysis software and systems to evaluate and develop financing strategies for our clients. Our firm views our engagements as a partnership where we provide clients with ongoing analysis of existing debt and potential structuring and refunding opportunities. These services include but are not limited to:
  - Strategic planning
  - Debt capacity studies
  - Capital Improvement Planning
  - Liquidity and risk assessment
  - Cash flow analysis
  - Cash management strategies and reporting
  - Refunding analyses

- ***Bond proceed management.*** Stephens has the capability to assist with an issuer's bond proceeds management when a construction fund exists for new projects. We have a clear understanding of the federal regulations governing the investment of public monies, including tax-exempt proceeds and take a thoughtful approach in evaluating both passive and active investment strategies. Many of our client relationships span decades reflecting the firm's commitment to providing independent, tailored solutions based on a clear understanding of each client's unique situation and goals.

- ***Arbitrage rebate calculations.*** Stephens also helps clients insure compliance with arbitrage regulations, which requires detailed accounting records and strict compliance with bidding rules. Areas include:
  - Refunding bond yield verifications
  - Parity calculations
  - Rebate and other consultations

- ***Ongoing support.*** We will **always** be available to work with the City in developing financing scenarios, attending planning sessions and meetings of governing bodies, or simply answering questions regarding market conditions, financing structures, and other finance-related topics. As noted, this is Stephens' commitment to you.

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To ensure the expedient completion of the project and help minimize associated costs, the City of Fayetteville's support and responsiveness will be essential. Issuers typically assist with providing and verifying general information about the City, which includes, but is not limited to, population, government structure, medical facilities, financial institutions, educational facilities and major employers. In addition, we will need disclosed any material lawsuits, as well as any known potential legal threats. A description of the bond-financed facilities, including estimated costs and anticipated completion date, will also be required. **Stephens is available to assist in collecting and compiling this information for the appropriate members of the financing team.**

We are confident Stephens will provide the City with the level of expertise that you can expect and need from your underwriter. Please see below, the preliminary Schedule of Events that Stephens proposes.

### Preliminary Schedule of Events and Responsibilities

| Week | Event | Responsibility |
|---|---|---|
| Week 1 | Meeting with City Representatives and Bond Counsel to discuss structure of financing | City of Fayetteville / Stephens |
| Week 2 | Distribute first draft of financing documents | Bond Counsel |
| Week 3 | Review financing documents | All Parties |
| Week 4 | Distribute blacklined financing documents | Bond Counsel |
| Week 4 | Distribute credit packages to rating agency/insurers | Stephens |
| Week 5-6 | Obtain rating and/or insurance on issue | City / Stephens |
| Week 7 | Approval of Bond Ordinance | City / Stephens / Bond Counsel |
| Week 8 | Publish Bond Ordinance | Bond Counsel |
| Week 11 | Distribute Preliminary Official Statement | Stephens |
| Week 12 | Review offering details with City | Stephens |
| Week 12 | Offer bonds | Stephens |
| Week 12 | Commit to underwrite | Stephens |
| Week 12 | Prepare closing documents | Stephens / Bond Counsel |
| Week 15 | Closing occurs | All Parties |

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## G. EXPERIENCE

Provide a general description of the firm, its history, primary types of work, organizational structure, etc. List relevant municipal bond issuances during recent years in which the firm has served as a senior underwriter. For each municipal issue, please provide the following information as an appendix to the 25 page limit submission.

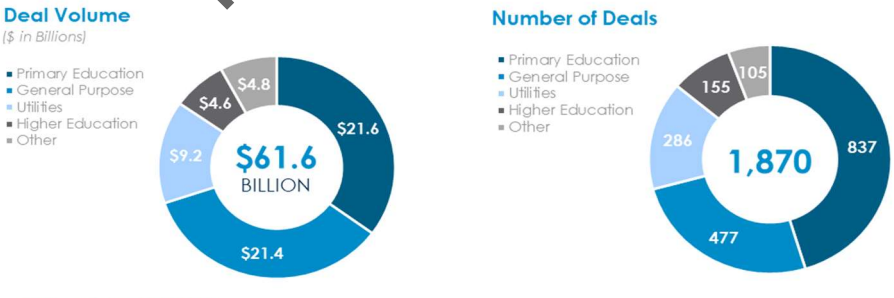
Stephens stands as a distinguished leader among a group of the nation's largest family-owned financial services firms; privately held by the Stephens family since 1933. Stephens' family leadership is a testament to the strength, stability, and time-honored legacy of the firm. By virtue of being family owned and family led, Stephens is well positioned to stay true to its core values of serving its clients, communities, and employees with the utmost integrity.

Stephens currently employs 1,300+ people, across eight business line sectors, located in 26 offices nationwide and in Europe. The firm's clients include state and local governments, institutional and individual investors and corporations with whom we have had relationships lasting for generations. Additionally, Stephens maintains private equity investments in many middle market companies throughout the United States. Stephens Inc. provides services such as the structure and sale of municipal and corporate securities, general securities brokerage, money management, and estate planning.

While Stephens maintains an international footprint, our public finance practice is regional in focus. This distinction allows us to focus on what matters most: building value for our clients. Our decisions are driven by independent research and not by what is popular or trending.

**Municipal Finance Experience.** Stephens has a long history of working with municipal bond issuers nationwide to finance capital projects ranging from city improvements and utility systems to hospitals and higher education transactions. Stephens Public Finance offers a complete platform of services for our clients including financial advisory services, investment advisory services, and underwriting services. At a time when some firms have scaled back or eliminated their public finance divisions, Stephens remains firmly committed to serving the municipal market. Our team of public finance bankers and analysts continues to serve a broad client base through both negotiated and competitive underwriting and financial advisory services. As of April, 2025, Stephens had 16 public finance professionals in seven offices dedicated to serving public sector entities. Today, Stephens' municipal finance professionals bring deep expertise to have significant tenure in public finance. Stephens' senior bankers and advisors have, on average, more than 15 years of experience within the industry. Our philosophy and reputation are based on the belief that every client is different but equally deserving of our time, attention, and expertise. We earn your trust through sound judgment and our ability to execute on your behalf. This approach allows us to forge deep, lasting client-relationships, contributing to our mutual success. Stephens has participated in over $61 billion nationwide in tax-exempt and taxable transactions since 2014, as outlined below.

**Stephens' Municipal Finance Experience as Underwriter and Financial Advisor**
*(2014 through 2024)*




*Source: LSEG; 2014-2024

See Appendix A for information on relevant Arkansas municipal bond issuances where Stephens has served as sole or senior underwriter.

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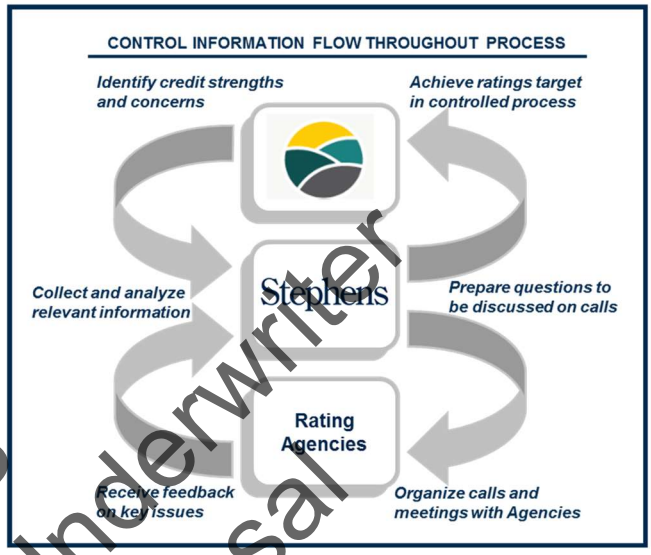
## H. BOND RATING

Describe what level of participation would be taken in the bond rating process. For example, describe what could be done to maximize the rating on the City of Fayetteville's municipal bond issues.

**Credit Ratings and Enhancement.** The best approach for presenting Fayetteville's credit strengths to the rating agencies is to first understand the key rating factors that determine their rating. In working with Stephens, we will evaluate the rating medians to determine areas of concern and work to structure the transaction in a way to not negatively impact the City's rating.




As you may be aware, rating agencies will evaluate four basic factors to determine an issuer's credit ratings, which include economic, financial, management, and debt. In our firm's opinion, the most important factor is to promote is the management factors and the ability and willingness of management to make budget decisions that will maintain recurring balances in financial operations. The rating agencies have indicated they "over weigh" management factors and "under weigh" debt factors in their rating methodology. This will be even more critical as the City determines how to issue additional debt over the next years.

Building on this approach, Stephens would recommend not only modeling the projected operational cash flows and expenditures based upon the projected increase in debt service, but also conducting a key indicator review based upon the agencies' medians. For example, Stephens will work to determine how operating revenues and expenditures compares to your peer groups, population trends, and debt capacity. Building on these factors, Stephens will model the additional debt obligation over the next several years to determine the extent any additional obligations will have on the City's credit standing and what actions, if any, should be taken in conjunction with the additional debt load to manage future allocation of resources.

In addition, Stephens will serve as the City's advocate throughout the credit rating process by reviewing credit issues, legal documents, comparable transactions, and business covenants to ensure that the City is reflected in the most positive manner. Our assistance will include the following steps as directed:

- Contact credit analysts well in advance of any meetings or conference calls to determine what, if any, areas should be specifically addressed;
- Review and model the financial performance;
- Analyze the City's performance against peer issuers;
- Address areas that might be of concern to the rating agencies;
- Assemble a "credit package" to familiarize the analysts with the City's proposed financing well in advance of the formal process;
- Work with the City to refine the presentation highlighting its credit strengths;
- Conduct a "rehearsal" during which all appropriate staff and participants may make their presentations and answer questions likely to be asked by the analysts;
- Assist in the preparation of a presentation packet;
- Attend the formal rating agency presentations to review any questions, open points, or modifications to legal structure with the rating analysts;
- Outline and present the benefits of the financing plan components;
- Assess the impact of the agencies' responses; and
- Assist in the negotiation of final terms and conditions of the rating agency reports.

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**Credit Rating Agency Experience and Metrics.** Our firm has considerable experience working with all the major credit rating agencies, and we will work with your staff to develop comprehensive rating presentations and support the City through the rating process. We believe one of our main tasks is to help you achieve the highest credit rating as possible. Stephens has developed a clear understanding of the analytical methods that are used by all four credit rating agencies, and thus, provides our clients with in-depth credit analyses prior to any credit rating presentations. This information can be used to better understand the credit rating already assigned by identifying strengths and weaknesses or anticipate the impact of an additional borrowing on the City's current rating. By doing this, our goal is to improve a community's credit rating.

To demonstrate how we will continue to work with the City on its ratings, below is a section of the scorecard analysis completed for the City of Fayetteville based upon S&P's rating criteria for Cities and Counties. As you know, the City of Fayetteville currently has an underlying credit rating from S&P. Stephens uses this scorecard as a tool to inform our clients on their financial decisions.

| Economy (30%) | Aaa | Aa | A | Baa | Ba | B | Caa | Ca and Below | |
|---|---|---|---|---|---|---|---|---|---|
| **Resident Income (10%)** | > 120% | 120% > 100% | 100% > 80% | 80% > 65% | 65% > 50% | 50% > 35% | 35% > 20% | < 20% | A |
| City of Fayetteville, AR | | | 82% | | | | | | |
| **Full Value Per Capita (10%)** | > 180k | 180k > 100k | 100k > 60k | 60k > 40k | 40k > 25k | 25k < 15k | 15k < 9k | < 9k | Aa |
| City of Fayetteville, AR | | $121,609 | | | | | | | |
| **Economic Growth (10%)** | > 0% | 0% > -1% | -1% > -2.5% | -2.5% > -4.5% | -4.5% > -7% | -7% > -10% | -10% > -15% | < -15% | Aaa |
| City of Fayetteville, AR | 1.95% | | | | | | | | |

We may also recommend evaluating the potential benefits of engaging a second or third rating agency. We would conduct a detailed review of Moody's and Fitch's methodologies, initiate preliminary conversations with those agencies, and consult with our underwriting desk to assess any potential pricing advantages that could result from securing an additional rating. This could broaden investor participation, improve pricing outcomes, and provide added flexibility in future financing plans.

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## I. FEES

State the proposed/anticipated fee range expected to be charged for services per $1,000 in bonds issued. The breakdown of fees should be as follows:

1. Management fee
2. Underwriting risk
3. Takedown
4. Miscellaneous expenses
5. Total fee per $1,000 bond issue.

Should a firm desire not to break out the various fees listed, the proposal may contain a fee per $1,000 of bonds issued that includes ALL aspects of the underwriter's spread. In addition, identify and estimate any other professional fees, not included in the itemized fees or underwriter's spread, which the City would be expected to pay (i.e. underwriter's counsel). Any change in the takedown fee component, which is subject to market conditions, must be substantiated by the market conditions to the satisfaction of the City.

### FEE PROPOSAL

**Stephens proposes an underwriter discount range $3.95 - $4.95 per $1,000 bond.** This proposal assumes that Stephens will act as sole managing underwriter. The proposed takedown structure is reflective of Stephens' commitment to the City and Stephens' willingness to underwrite any unsold balances. This amount will be paid to Stephens for time spent advising the City on the potential sale tax election, as well as the structuring, marketing, and managing of the bond issue. Stephens' underwriting fee is entirely contingent upon the successful election, sale, and closing of the proposed bond issue. Any underwriting fees for future bond issues will be negotiated with the City based on the terms, size, and complexity of the proposed issue. Based on our relationships with Arkansas based bond counsels, we do not anticipate a need for underwriter counsel and have not included other transaction related expenses.

As an aside, we would like to note that a large part of this fee will be used to compensate our salesforce; those who are responsible for selling the City's bonds and who work on commission. As such, it is important the fee provides an incentive to our salespeople to sell the City's bonds.

Underwriting firms that agree to accept a below-market fee may be unable to sell the bonds at appropriate interest rate levels because their salesforce is not engaged in the transaction due to a lack of potential compensation. In those instances, a common alternative is to increase interest rates on the bonds in order to make them more attractive in the market. As you can understand, this approach is not in the City's best interest as it results in higher borrowing costs.

At Stephens, we believe the most important part of a bond issue is to effectively market the bonds so that the client receives the lowest possible interest rate at the time of the bond sale. To provide an example of the importance of effectively marketing bonds, a difference of just 0.25% in average interest rate equates to over $2,345,000 in additional interest cost over the life of a bond issue. (This amount is based on a $160,000,000 issue size with a 15-year repayment term.)

Finally, keep in mind that interest rate information provided by any underwriting firm several weeks or months before bonds are sold is preliminary and subject to change. Interest rates on a bond issue are not determined until the day of sale and are dependent on market conditions at that point in time. **If selected, Stephens will work with the City to determine the appropriate fee levels based on comparable transactions and the work required.**

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## J. COMPANY

(i) Experience: Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.

(ii) Company Principals: Provide a brief biographic overview of the Company's key principals.

(iii) Capabilities: Proposer shall provide a description of limitations relate to facilities, staff personnel, on-going projects/contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

(iv) Company Organization:

1. Primary Business: Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
2. Company History: Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

### EXPERIENCE

Since 2020, Stephens has served as sole or senior manager on over 200 transactions for Arkansas issuers similar to the City of Fayetteville totaling more than $4.3 billion. Of those transactions, more than 40 were sales and use tax transactions totaling more than $730 million in par amount. Please see Appendix A for a complete listing of our sole and senior managed Arkansas transactions.

### COMPANY PRINCIPALS

**Warren Stephens**
**Chairman**

Warren A. Stephens is Chairman of Stephens Inc. In 1981, Mr. Stephens joined the firm and in 1986, he was named President and Chief Executive Officer of the firm, continuing the evolution of a family business that was started by his father and uncle more than 90 years ago. In 2005, he was named Chairmen. In January, 2025, Mr. Stephens announced his retirement from President and Chief Executive Officer of Stephens Inc. after being appointed the Ambassador of the United States to the Court of St. James.

*John Stephens, Warren Stephens, Laura Brookshire and Miles Stephens*

**Miles Stephens**
**Co-Chief Executive Officer**

Miles Stephens was appointed Co-Chief Executive Officer of Stephens Inc. on January 7, 2025. Mr. Stephens has been the President and CEO of Stephens Insurance. Prior to his role at Stephens Insurance, Mr. Stephens served as a Senior Vice President in the Investment Banking division of Stephens Inc., where he advised mid-to-large sized businesses with a focus on the Energy and Auto Retail sectors.

**John Stephens**
**Co-Chief Executive Officer**

John Stephens was appointed Co-Chief Executive Officer of Stephens Inc. on January 7, 2025. Mr. Stephens most recently served as a Managing Director and member of the Family Advisory Services Group at Stephens Inc. Prior to that role, Mr. Stephens was an Associate Director of Stephens Europe, where he has served on the Management committee since 2019, and previously had been part of the Consumer Investment Banking team at Stephens Inc. in New York.

**Laura Stephens Brookshire**
**Senior Executive Vice President, Chair of the Executive Committee**

Mrs. Brookshire is Chair of Stephens Executive Committee and a Senior Executive Vice President of the firm. The Stephens Executive Committee comprises C-Suite leadership from the firm and serves as counsel to co-CEOs, Miles Stephens and John Stephens. As part of her daily responsibilities of the firm, she has been integral in driving the corporate impact initiatives of INVESTED and This is Capitalism. She launched the Stephens' social media program and works within the Marketing and Communications department.

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**Curt Bradbury**
**Vice Chairman**

Mr. Bradbury joined Stephens in 1972, was COO from 1993 – 2923 and is now the Vice Chairman of the Board. In his current leadership position, Mr. Bradbury works with Chairman Warren Stephens and Co-CEOs Miles Stephens and John Stephens in the development and execution of strategic initiatives, regulatory affairs and special projects.

**J. Brad Eichler**
**Chief Operating Officer**

Brad Eichler is Chief Operating Officer of Stephens Inc., overseeing the firm's business divisions which include Stephens Capital Management, Fixed Income Sales & Trading, Institutional Equities and Research, Investment Banking, Private Wealth Management and Public Finance. Mr. Eichler works directly with Miles Stephens and John Stephens, the Company's Co-CEOs and serves on the firm's Executive Committee. Prior to his appointment as COO in April 2023, Mr. Eichler headed Stephens Investment Banking division from 2007.

**Douglas H. Martin**
**Senior Executive Vice President and Senior Partner**

A native of Little Rock, Mr. Martin joined Stephens in 1981 after beginning his career in M&A with Morgan Stanley in New York. He has been involved in private equity for Stephens for more than 30 years, and has led the effort for the past ten years.

**Mark Doramus**
**Chief Financial Officer**

Mr. Doramus is Chief Financial Officer of Stephens Inc. He began his career as a CPA with Arthur Anderson & Co. in Dallas, Texas. In 1988 he joined the Corporate Finance department of Stephens Inc. and in 1996 was named Chief Financial Officer.

## COMPANY CAPABILITIES

As stated earlier in this response, Stephens Inc. will make this transaction a top priority of the firm. Ms. Leigh Ann Biernat, who leads Public Finance, will personally manage this transaction with assistance from the personnel located in the Fayetteville and Little Rock offices. Consequently, there are no limitations relative to facilities, staff, or current contracts. Ms. Biernat's participation is indicative of the importance of our firm's relationship with the City of Fayetteville.

## COMPANY ORGANIZATION

**Primary Business.** Stephens is involved in all sectors of public finance, some of which are highlighted below.

- Sales Tax for various public projects, ranging from community centers and jails to water and sewer improvements. Stephens completed the first sales tax financing for an Arkansas municipality in 1984. Later that year, we closed the first county sales tax financing sold in this state. For nearly twenty years, we have marketed more than two times the amount of Arkansas sales tax issues as compared to our nearest competitor.

- Municipal and County Government. Our work in this area has been for utility systems, city halls, courthouses, community recreation facilities, jails, law enforcement facilities and other related projects. We have devised unique financing structures specifically tailored for our clients in this area.

- Education. Education transactions have always represented a significant portion of our business. Stephens has assisted most of the higher education institutions in Arkansas, as well as institutions in 31 states and territories. In addition, our firm is an active bidder on K-12 public school bonds, other than those issues for which we serve as financial advisor. Securities regulations now prohibit bidding or negotiating underwriting transactions for those issuers to whom the firm serves as financial advisor.

- Housing. Stephens currently serves as senior manager for a multi-year engagement for the Arkansas Development Finance Authority statewide single-family housing bond program. Our approach in housing, as well as other areas of public finance, is to tailor financing structures specifically to the client's long term goals.

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- Industrial and Economic Development. Historically, we have helped bring jobs to communities in all parts of the state. Stephens serves as a financing participant with the Arkansas Development Finance Authority's economic development bond programs.

- Arkansas Healthcare Experience. Over the years our firm has consistently dedicated a substantial amount of time and resources to Arkansas' hospitals. Not only do we take pride in assisting five large medical hospital with their financing needs, we also believe our hospital clients outside of major metropolitan areas are just as important. As a result, we have also assisted hospitals like North Arkansas Hospital in Harrison, Ashley County Medical Center in Crossett, Conway Regional Medical Center, Arkansas Methodist Medical Center in Paragould.

**Company History.** In 1933, W.R. "Witt" Stephens founded Stephens Inc. to trade Arkansas Highway bonds, which were selling as low as 10 cents on the dollar. By the time the bonds paid off in the early 40's, Stephens had gained a reputation for both municipal bond expertise and for providing sound financial advice. In 1946, Jackson T. "Jack" Stephens shook hands with his brother Witt, and that formed the partnership that founded Stephens. Under their leadership, the firm took a small Arkansas based retailer, Wal-Mart, public and served as the municipal bond underwriter to the Louisiana Superdome. That philosophy of partnership continues to guide the way Stephens does business today. In 1986, Jack's son, Warren A. Stephens, became Chief Executive Officer. For the next 39 years, he would direct the Stephens financial services firms' operations and strategic initiatives as Chairman, President and Chief Executive Officer. During Warren's leadership, Stephens experienced growth in its business lines and expanded its geographical reach. During Warren's tenure, the firms saw a substantial rise in their professional workforce from just over 240 employees in 1986, to more than 1,300 today. Having devoted almost four decades to leading Stephens, in 2025 Warren retired as President and CEO (he retained the title of Chairman). Warren's children, Miles, John, and Laura have followed in his footsteps, working a combined 30 years at Stephens. Miles and John serve as Co-Chief Executive Officers and Laura is a Senior Executive Vice President and Chair of the Executive Committee. As the third generation of leadership, they carry forward the Stephens' tradition of family business and governance. With their stewardship Stephens remains one of the largest, privately held, family-owned financial services companies in the United States.

Our public finance practice originated in the Little Rock office. Over the last twenty years, however, Stephens' activities have expanded and additional offices have been opened in the south and southeast. In 1993, we opened our offices in Fayetteville to more effectively serve clients in Northwest Arkansas. Specifically, we have assisted the City of Fayetteville with investment banking services since 1995.

Stephens' presence in the public finance market consists of underwriting and financial advisory services. Our efforts are directed towards primary purpose public finance transactions. We specialize in assisting state agencies, counties and municipalities, primary and higher education issuers, utilities, housing and health care systems. As demonstrated under "Company Capabilities" we have consistently ranked as the number one municipal bond underwriter in the State of Arkansas.

Our approach toward issuers is not about completing transactions. Rather our work is done in a manner that instills confidence and trust. We make a practice of putting an issuer's interest first, which we've found is essential in maintaining long term relationships.

Our philosophy and reputation are based on the belief that every client is different but equally deserving of our time, attention, and expertise. We earn your trust through sound judgment and our ability to execute on your behalf. This approach allows us to forge deep, lasting client relationships, contributing to our mutual success.

Stephens' family leadership is a testament to the strength, stability, and time-honored legacy of the firm. By virtue of being family owned and family led, Stephens is well positioned to stay true to its core values of serving its clients, communities, and employees with the utmost integrity. Our firm's mission has and continues to be helping public sector enterprises achieve distinctive, substantial, and lasting improvements in their performance. Our success is based upon our unwavering commitment to driving impact to our clients – by bringing the facts to the table and providing unbiased framing of our clients' capital plans. We can do that because we are a privately owned company that does not have to appease shareholders. As such, we can **work "shoulder-to-shoulder" with the City. It enables us to build an understanding of the City's financial goals, to develop a shared sense of ownership, and to yield lasting results.** This means Stephens' role as underwriter doesn't end when a project financing is completed; our team will continue to work together with staff to ensure resulting performance standards are met.

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## K. PERSONNEL

(i) Staff: The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees and an organizational chart reflecting their responsibilities.

(ii) Resumes: The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum: Position Title, Tenure with Proposer, Experience and Other related information.

### PROPOSED ENGAGEMENT TEAM

Stephens uses a team approach for each engagement so that professionals are available on short notice, whether in person or virtually. Your Stephens team is located in both Fayetteville and Little Rock, which gives us a better understanding of the local and state issues and challenges facing the City, as well as providing the day-to-day contact needed to properly meet your needs.

The proposed Stephens team is comprised of a talented group of professionals that includes public finance bankers, analysts, and structured product veterans with direct and meaningful experience of structuring tax-exempt and taxable municipal securities. The team assigned has been involved in the issuance of billions of dollars over the years.

The Public Finance team at Stephens participates in continuing education as required by its regulators and in conjunction with the team's annual meeting. In addition, we participate in conferences held by organizations important to our clients and our industry – in particular, Arkansas Municipal League, Arkansas Government Finance Officers Association, and Arkansas City Management Association. Furthermore, our firm is a member of the American Securities Association, which provides regular updates on federal action relevant to municipal finance. Members of our team may hold additional designations, such as Certified Public Accountant or Certified Financial Analyst, and receive continuing education as part of those certifications.

| CITY OF FAYETTEVILLE<br>Underwriting Team | |
|---|---|
| **Engagement Management/Oversight** | |
| **Leigh Ann Biernat, CPA**<br>EVP, Head of Public Finance<br>Little Rock, AR | |
| **Senior Engagement Support<br>(Primary and Secondary Contacts)** | |
| **Kevin Faught, SVP**<br>**Primary Contact**<br>Fayetteville, AR | **Jason Holsclaw, SVP**<br>**Secondary Contact**<br>Little Rock, AR |
| **Analytical Support** | **Pricing Support** |
| **Lindsey Ollar, VP**<br>Little Rock, AR | **Adam Ward, SVP**<br>Little Rock, AR |

**Leigh Ann Biernat, CPA,** EVP and Head of Public Finance, will serve as your engagement management and lead the Stephens underwriting team. She will oversee the services provided and transaction management. Leigh Ann has over 25 years of public finance experience, including serving as Senior Vice President of Finance and Administration for the City of Little Rock's Advertising and Promotion Commission. She also worked as the Chief Financial Officer for the Arkansas Development Finance Authority and is an active Arkansas licensed Certified Public Accountant.

**Kevin Faught,** Senior Vice President, will serve as the primary day-to-day contact and lead the Stephens banking team from our Fayetteville office.

**Jason Holsclaw,** Senior Vice President, will serve as transaction support throughout all assignments during the engagement and will serve as your secondary contact. Furthermore, **Lindsey Ollar**, Vice President and Senior Quantitative Analyst, will lead our analytical team and provide day-to-day execution support.

**Adam Ward**, Stephens' Head of Municipal Trading and Underwriting will lead the bond pricing process, investor account management and bond underwriting.

Appendix B
RFP 25-05, Bond Underwriter
Stephens's Proposal

| Team Member | Applicable Experience |
|---|---|
| **Leigh Ann Biernat, CPA**<br>*EVP, Head of Public Finance*<br><br>*111 Center Street*<br>*Little Rock, AR 72201*<br>*501.377.6316(o)*<br>*501.993.2741(m)*<br>*leighann.biernat@stephens.com*<br>*CRD# 6542582*<br><br>*Role: Engagement Manager* | • Has worked with issuers of taxable and tax-exempt financings as both underwriter and financial advisor since joining Stephens in 2015.<br>• Has 25+ years of experience working as an issuer of bonds and as senior management in both state and local government, issuing and administering a variety of bonds including housing, industrial development, state facility, higher education, general obligation, tobacco settlement revenue and tax-backed bonds.<br>• Holds bachelor degree from the University of Arkansas at Little Rock and is also CPA licensed in Arkansas<br>• Licenses: SIE, Series 50, 52, 53, 54, 63, 65 (https://brokercheck.finra.org/individual/summary/6542582) |
| **Kevin Faught**<br>*Senior Vice President*<br><br>*3425 N Futrall Drive, Suite 201*<br>*Fayetteville, AR 72703*<br>*479.718.7444(o)*<br>*501.516.4631(m)*<br>*kfaught@stephens.com*<br>*CRD# 4785308*<br><br>*Role: Primary Contact* | • Brings over 20 years of experience as a Public Finance banker in Stephens' Northwest Arkansas office<br>• Prior to Stephens, he served as the Assistant City Administrator for the City of Branson, Missouri and Assistant to the Mayor for the City of Springdale, Arkansas<br>• Directly involved in the issuance of approximately $4.1 billion in tax-exempt and taxable bonds since joining Stephens<br>• Serves as financial advisor to approximately 20 Arkansas public entities<br>• Holds bachelor degree in business and a master's degree in public administration from the University of Arkansas at Fayetteville.<br>• Licenses: SIE, Series 50, 52, 54, 63 (https://brokercheck.finra.org/individual/summary/4785308) |
| **Jason Holsclaw**<br>*Senior Vice President*<br><br>*111 Center Street*<br>*Little Rock, AR 72201*<br>*501.377.2474(o)*<br>*501.786.0442(m)*<br>*jason.holsclaw@stephens.com*<br>*CRD# 6070243*<br><br>*Role: Secondary Contact* | • Has worked with issuers of taxable and tax-exempt financings as both financial advisor and underwriter since joining Stephens in 2012.<br>• Prior to Stephens, he served as a senior analyst with GAO for more than a decade evaluating federal policy and programs; also served as a senior investigator in U.S. Senate<br>• Directly involved in the issuance of approximately $3.9 billion in tax-exempt and taxable bonds since joining Stephens<br>• Has served as lead Stephens banker for the University of Arkansas System and its campuses since 2016<br>• Holds bachelor degree from Ouachita Baptist University and a Master of Public Administration from the University of Kentucky<br>• Licenses: SIE, Series 50, 52, 53, 54, 63 (*https://brokercheck.finra.org/individual/summary/6070243*) |

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| | |
|---|---|
| **Lindsey Ollar**<br>*Vice President/ Senior Analyst*<br>*CRD# 5955296*<br><br>*Role: Analytical Support* | • Oversees and provides technical and quantitative support for Stephens Public Finance teams located throughout the Southeast<br>• Works on structuring, sizing, pricing new money and refunding municipal bond issues, assessing issuers' outstanding debt and performing analyses of funding opportunities.<br>• Assists in credit rating presentations, cash flow modeling, debt capacity and funding analysis.<br>• Has structured more than $15 billion in tax-exempt and taxable bond issues ranging from general obligation, revenue, to private activity bonds.<br>• Holds bachelor of business administration degree from the University of Central Arkansas<br>• Licenses: SIE, Series 50, 52, 63<br>*(https://brokercheck.finra.org/individual/summary/5955296)* |
| **Adam Ward**<br>*Senior Vice President*<br>*CRD# 5231953*<br><br>*Role: Pricing Support and Oversight* | • Head of Stephens municipal bond underwriting team and provides pricing resources and negotiation support<br>• Has lead or assisted in pricing thousands of transactions totaling more than $20 billion of municipal bonds for Stephens clients, including the most recent City of Little Rock transaction<br>• Holds bachelor of business administration degree from the University of Arkansas<br>• Licenses: SIE, Series 7, 50, 53, 63<br>*(https://brokercheck.finra.org/individual/summary/5231953)* |

Appendix B
RFP 25-05, Bond Underwriter
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# APPENDIX A – MUNICIPAL BOND EXPERIENCE IN THE STATE OF ARKANSAS AS SOLE AND SENIOR MANAGER 2020 - PRESENT

| Reference | Type of Issue | Maturity of Issue | Issue Sale Date | Sale Type | Par Amount | Rating (Moody's/S&P/Fitch) | Interest Rate Range | TIC | OID | Staff Member |
|---|---|---|---|---|---|---|---|---|---|---|
| Jake Rice<br>Manager<br>870-930-3300 | Jonesboro, Arkansas City Water & Light Plant Public Utility System Revenue Bonds, Series 2020 | 06/01/35 | 06/17/20 | NEG | $21,525,000 | NR/AA-/NR | 5.00-4.00 | 1.717 | 11.00 | Jason Holsclaw |
| Tom Charlton<br>Director of Fin & Admin<br>501-372-1194 | Arkansas Development Finance Authority (Episcopal Collegiate School Project) Refunding Revenue Bonds, Series 2020 | 10/01/35 | 06/17/20 | NEG | $2,970,000 | NR/NR/NR | 3.00-2.375 | 2.166 | 8.47 | Leigh Ann Biernat |
| Flora Simon<br>Mayor<br>870-382-2121 | Dumas, Arkansas Water and Sewer Refunding Bonds, Series 2020 | 12/01/42 | 07/14/20 | CPT | $1,195,000 | NR/NR/NR | | 2.516 | 39.96 | Jason Holsclaw |
| Judge Gary Hughes<br>County Judge<br>870-261-1700 | St. Francis County, Arkansas Sales and Use Tax Bonds, Series 2020 | 08/01/33 | 07/21/20 | NEG | $13,280,000 | NR/A-/NR | 4.00-1.75 | 1.628 | 13.50 | Jason Holsclaw |
| Jason Tolbert<br>CFO<br>870-245-5000 | Arkadelphia, Arkansas Public Education Facilities Board (Ouachita Baptist University) Refunding Revenue Bonds, Series 2020 | 09/01/34 | 01/22/20 | NEG | $4,915,000 | NR/NR/NR | 2.00-3.00 | 2.408 | 9.75 | Jason Holsclaw |
| Tim McKinney<br>Mayor<br>870-423-4414 | Berryville, Arkansas Water and Sewer Revenue and Sales and Use Tax Bonds, Series 2020 | 12/01/32 | 02/18/20 | NEG | $3,910,000 | NR/NR/NR | 2.00-3.00 | 2.334 | 15.00 | Kevin Faught |
| Prescot Scroggin<br>Mayor<br>501-796-2534 | Vilonia, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2020 | 06/01/50 | 02/18/20 | NEG | $5,330,000 | NR/NR/NR | 3.00-2.45 | 2.812 | 20.00 | Leigh Ann Biernat |
| Dorethea Yates<br>Finance Director & Treasurer<br>501-321-6825 | Hot Springs, Arkansas Waterworks Revenue Bonds, Series 2020 | 10/01/50 | 06/16/20 | NEG | $100,450,000 | NR/AA/NR | 3.00-4.00 | 2.696 | 6.50 | Leigh Ann Biernat |
| Arias (AL) Massri<br>Vice President of Fin & Admin<br>479-619-2202 | Northwest Arkansas Community College District Capital Improvement Refunding Bonds, Series 2020B | 05/15/35 | 06/22/20 | NEG | $5,335,000 | NR/AA-/NR | 2.00 | 1.959 | 8.75 | Kevin Faught |
| Steve Mallett<br>General Manager<br>479-968-2080 | Russellville, Arkansas Water and Sewer Revenue Bonds, Series 2020 | 07/01/40 | 08/20/20 | NEG | $6,205,000 | NR/A+/NR | 1.50-2.00 | 1.858 | 12.00 | Kevin Faught |
| Tammy Hall<br>CFO<br>501-279-4000 | Searcy, Arkansas (Harding University and Harding Place Public Educational and Residential Housing Facilities Board) Refunding and Capital Improvement Revenue Bonds, Series 2020 | 10/01/40 | 11/18/20 | NEG | $9,840,000 | NR/NR/NR | 2.125-3.00 | 2.395 | 9.75 | Leigh Ann Biernat |
| Greg Ray<br>County Judge<br>870-642-2425 | Sevier County, Arkansas Sales and Use Tax Bonds (Taxable), Series 2020 | 08/01/50 | 09/10/20 | NEG | $24,250,000 | NR/A/NR | 0.639-2.579 | 3.077 | 13.75 | Jason Holsclaw |
| Peter A. Christie<br>Mayor<br>479-876-1255 | Bella Vista, Arkansas Sales and Use Tax Bonds, Series 2020 | 10/01/45 | 09/01/20 | NEG | $23,230,000 | NR/AA-/NR | 1.125-4.00 | 1.438 | 6.50 | Kevin Faught |
| Parnell Vann<br>Mayor<br>870-234-1375 | Magnolia, Arkansas Water and Sewer Refunding Improvement Bonds, Series 2020 | 01/01/34 | 09/28/20 | NEG | $3,740,000 | NR/NR/NR | 2.00 | 2.070 | 12.50 | Jason Holsclaw |
| David Robertson<br>Manager<br>870-836-7331 | Camden, Arkansas Water and Sewer Refunding Revenue Bonds, Series 2020 | 12/01/40 | 09/08/20 | NEG | $1,990,000 | NR/NR/NR | 1.50-2.00 | 2.073 | 21.00 | Jason Holsclaw |
| Barbara Lewellen<br>Mayor<br>870-483-5355 | Trumann, Arkansas Sales and Use Tax Bonds, Series 2021 | 10/01/31 | 12/08/20 | NEG | $2,315,000 | NR/NR/NR | 1.625-2.875 | 1.989 | 15.00 | Jason Holsclaw |
| Tom Charlton<br>Director of Finance<br>501-372-1194 | Arkansas Development Finance Authority Refunding Revenue Bonds (Episcopal Collegiate School Project), Series 2021 | 10/01/34 | 12/01/20 | NEG | $13,830,000 | NR/NR/NR | 2.00 | 2.118 | 12.15 | Leigh Ann Biernat |
| Darrell Phillips<br>CFO<br>870-239-7700 | Paragould, Arkansas Water, Sewer and Electric Refunding and Improvement Bonds, Series 2020 | 12/01/45 | 10/29/20 | NEG | $24,475,000 | NR/A+/NR | 2.25-5.00 | 2.420 | 10.00 | Jason Holsclaw |
| James Sanders<br>Mayor<br>870-763-3602 | Blytheville, Arkansas Sewer Revenue Bonds, Series 2020 | 02/01/50 | 09/15/20 | NEG | $8,945,000 | NR/NR/NR | 2.00-3.00 | 2.585 | | Jason Holsclaw |
| Shawana Reed<br>VP of Finance<br>870-235-4000 | Southern Arkansas University Board of Trustees Student Fee Secured Refunding Bonds, Series 2020 | 03/01/45 | 10/28/20 | NEG | $7,580,000 | NR/NR/NR | 2.00-3.00 | 2.757 | 9.00 | Jason Holsclaw |
| Ro Arrington<br>Public Finance Officer<br>501-682-5910 | Arkansas Development Finance Authority Public Safety Charges Revenue Bonds (Arkansas Division of Emergency Management Project), Series 2020 | 06/01/45 | 12/02/20 | NEG | $85,810,000 | NR/NR/NR | 4.00-5.00 | 2.743 | 6.75 | Leigh Ann Biernat |
| Kevin Johnston<br>Mayor<br>479-736-2553 | Gentry, Arkansas Water and Sewer Revenue Bonds, Series 2020 | 06/01/40 | 10/20/20 | NEG | $5,000,000 | NR/NR/NR | 2.00-4.25 | 2.326 | 15.00 | Kevin Faught |
| Gina Terry<br>CFO<br>501-686-2500 | University of Arkansas Various Facilities Revenue Bonds (UA Little Rock Campus), Taxable Refunding, Series 2020 | 10/01/36 | 10/06/20 | NEG | $18,795,000 | Aa2/NR/NR | 0.439-2.022 | 1.893 | 1.60 | Jason Holsclaw |
| Donnie Sandifer<br>General Manager<br>479-996-4296 | James Fork Water District, Arkansas Water Revenue Refunding Bonds, Series 2020A | 06/01/50 | 10/29/20 | NEG | $9,565,000 | NR/AA/NR | 2.00-2.75 | 2.440 | 12.00 | Kevin Faught |
| Cecil McMurtry<br>General Manager<br>501-796-2711 | Vilonia Waterworks Association, Arkansas Water Revenue Refunding Bonds, Series 2021 | 08/01/42 | 12/15/20 | NEG | $3,350,000 | NR/NR/NR | 0.75-2.375 | 2.272 | 20.00 | Leigh Ann Biernat |
| Tyronda Henderson<br>CFO<br>870-779-4991 | Texarkana, Arkansas Franchise Fee Secured Refunding Revenue Bonds, Series 2021A (Tax-Exempt) and 2021B (Taxable) | 09/01/38 | 12/07/20 | NEG | $11,585,000 | A1/NR/NR | 2.00, 2.02-2.42 | 1.830 | 10.00 | Jason Holsclaw |

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| Reference | Type of Issue | Maturity of Issue | Issue Sale Date | Sale Type | Par Amount | Rating (Moody's/S&P/Fitch) | Interest Rate Range | TIC | OID | Staff Member |
|---|---|---|---|---|---|---|---|---|---|---|
| Roberd McAdoo<br>County Judge<br>870-837-2210 | Ouachita County, Arkansas Sales and Use Tax Refunding Bonds, Series 2021 | 08/01/33 | 12/08/20 | NEG | $2,210,000 | NR/NR/NR | 0.80-2.25 | 2.124 | 15.00 | Jason Holsclaw |
| Jeff Pyles<br>General Manager<br>479-996-4296 | James Fork Water District, Arkansas Water Revenue Refunding Bonds, Series 2021B | 06/01/40 | 12/09/20 | NEG | $9,670,000 | NR/AA/NR | 2.00-2.15 | 2.029 | 15.00 | Kevin Faught |
| David Richardson<br>General Manager<br>870-836-7331 | Camden, Arkansas Water and Sewer Refunding and Improvement Bonds, Series 2021 | 12/01/40 | 03/09/21 | NEG | $8,690,000 | NR/NR/NR | 1.50-2.00 | 2.501 | 13.50 | Jason Holsclaw |
| Tenay Reep<br>General Manager<br>870-226-2321 | Warren, Arkansas Water and Sewer Refunding and Improvement Bonds, Series 2021 | 12/01/45 | 05/10/21 | NEG | $3,910,000 | NR/NR/NR | 2.00 | 2.300 | 17.50 | Jason Holsclaw |
| Tim Shaw<br>General Manager<br>501-825-7294 | Community Water System Public Water Authority of the State of Arkansas, Water Revenue Bonds, Series 2021A and Taxable Refunding Bonds, Series 2021B | 10/01/42 | 05/19/21 | NEG | $29,035,000 | NR/A+/NR | 0.45-3.10 | 2.072 & 2.703 | 9.25 | Jason Holsclaw |
| Doug Hutchens<br>Mayor<br>479-824-3321 | Lincoln, Arkansas Water and Sewer Refunding Revenue Bonds, Series 2021 | 11/01/44 | 07/22/21 | NEG | $5,225,000 | NR/NR/NR | 1.125-2.375 | 2.106 | 11 | Kevin Faught |
| Kenneth Jones<br>Mayor<br>870-935-0538 | Brookland, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2021 | 09/01/46 | 07/26/21 | NEG | $9,155,000 | NR/NR/NR | 0.7-2.125 | 1.819 | 10 | Jason Holsclaw |
| Allen Lipsmeyer<br>Mayor<br>501-354-3484 | Morrilton, Arkansas Sewer Revenue Bonds, Series 2020 | 08/01/50 | 06/08/20 | NEG | $4,325,000 | NR/NR/NR | 2.00-2.875 | 2.713 | 13.5 | Leigh Ann Biernat |
| Charlotte Bradley<br>CFO<br>870-777-3000 | Hope, Arkansas Water and Electric Refunding Revenue Bonds, Series 2020 | 04/01/35 | 08/04/20 | NEG | $7,290,000 | NR/NR/NR | 2.00 | 1.925 | 9.75 | Jason Holsclaw |
| Brenda Weldon<br>Mayor<br>501-332-3638 | Malvern, Arkansas Capital Improvement Revenue Bonds, Series 2020 | 11/01/50 | 08/10/20 | NEG | $7,375,000 | NR/NR/NR | 1.25-2.625 | 2.444 | 10.5 | Jason Holsclaw |
| David Millard<br>Mayor<br>479-637-3181 | Waldron, Arkansas Water and Sewer Refunding and Construction Revenue Bonds, Series 2020 | 06/01/45 | 04/16/20 | NEG | $4,765,000 | NR/NR/NR | 2.00-3.125 | 3.009 | 15 | Kevin Faught |
| Robert Johnson<br>Mayor<br>501-982-3146 | Jacksonville, Arkansas Capital Improvement and Refunding Revenue Bonds, Series 2020 | 06/01/40 | 11/19/20 | NEG | $7,935,000 | NR/NR/NR | 1.625-2.375 | 2.279 | 12.5 | Leigh Ann Biernat |
| Ron Gardner<br>Mayor<br>870-269-3778 | Mountain View, Arkansas Sales and Use Tax Bonds, Series 2020 | 11/01/50 | 09/08/20 | NEG | $12,800,000 | NR/AA/NR | 1.375-4.00 | 1.900 | 17.5 | Jason Holsclaw |
| Jimmy Clark<br>Mayor<br>501-362-3635 | Heber Springs, Arkansas Sales and Use Tax Bonds Taxable Refunding and Improvement Bonds, Series 2021A and Improvement Bonds, Series 2021B | 06/01/47 | 05/20/21 | NEG | $16,250,000 | NR/A-/NR | 0.50-3.25 | 2.384 | 10 | Jason Holsclaw |
| Bruce Ledford<br>Mayor<br>479-643-3400 | Elkins, Arkansas Sales and Use Tax Revenue Refunding and Improvement Bonds, Series 2021A | 09/01/46 | 06/10/21 | NEG | $5,670,000 | NR/NR/NR | 1.125-3.00 | 2.007 | 14.5 | Kevin Faught |
| Cedric Williams<br>Mayor<br>870-633-1315 | Forrest City, Arkansas Sales and Use Tax Bonds, Series 2021 | 11/01/44 | 06/15/21 | NEG | $16,580,000 | NR/A-/NR | 1.55-3.00 | 1.834 | 15 | Jason Holsclaw |
| Ken Kincade<br>Mayor<br>501-843-3566 | Cabot, Arkansas Franchise Fee Revenue Bonds, Taxable Series 2021 | 08/01/41 | 09/29/21 | NEG | $3,335,000 | NR/AA/NR | 1.45-3.27 | 3.079 | 16 | Leigh Ann Biernat |
| Todd Pederson<br>Manager<br>870-702-5110 | West Memphis, Arkansas Public Utility System Revenue Bonds, Series 2021 | 12/01/51 | 09/01/21 | NEG | $29,305,000 | NR/AA/NR | 2.50-4.00 | 2.544 | | McBryde |
| Randy Tankersley<br>Mayor<br>479-968-3029 | Pottsville, Arkansas Water and Sewer Refunding Revenue Bonds, Series 2021 | 12/01/35 | 09/16/21 | NEG | $2,175,000 | NR/NR/NR | 1.875-2.00 | 1.915 | 13.5 | Leigh Ann Biernat |
| Jackie Crabtree<br>Mayor<br>479-451-1122 | Pea Ridge, Arkansas Water and Sewer Refunding Revenue Bonds, Series 2021 | 10/01/46 | 09/21/21 | NEG | $4,830,000 | NR/NR/NR | 1.125-2.50 | 2.322 | 9 | Kevin Faught |
| Ryan Stuckey<br>General Manager<br>870-845-5442 | Nashville Rural Public Water Authority, Arkansas Water Refunding Revenue Bonds, Series 2021 | 12/01/43 | 09/09/21 | NEG | $4,320,000 | NR/NR/NR | 1.375-4.00 | 2.199 | 8 | Jason Holsclaw |
| Troy Brooks<br>CFO<br>501-329-3831 | Conway Health Facilities Board (Conway Regional Medical Center) Revenue Refunding Bonds, Taxable Series 2021 | 08/01/41 | 09/22/21 | NEG | $14,555,000 | NR/BBB+/NR | 0.66-3.54 | 3.219 | 1.85 | Leigh Ann Biernat |
| Troy Tucker<br>Judge<br>870-246-5847 | Clark County, Arkansas Sales and Use Tax Bonds, Series 2021 | 06/01/36 | 08/24/21 | NEG | $8,460,000 | NR/NR/NR | 1.125-2.00 | 1.890 | 1.85 | Jason Holsclaw |
| Shirley Washington<br>Mayor<br>870-730-2000 | Pine Bluff, Arkansas Capital Improvement Refunding Revenue Bonds, Series 2021 | 05/01/46 | 11/15/21 | NEG | $3,585,000 | NR/NR/NR | 2.00-2.65 | 2.478 | 1.65 | Leigh Ann Biernat |
| Allen Lipsmeyer<br>Mayor<br>501-354-3484 | Morrilton, Arkansas Capital Improvement Revenue Bonds, Taxable Construction Series 2021A and Taxable Refunding and Construction 2021B | 03/01/51 | 11/16/21 | NEG | $5,430,000 | NR/AA/NR | 2.00-3.50 | 2.439 | 100000 | Leigh Ann Biernat |
| Clarisse Harris<br>General Manager<br>501-315-2212 | Salem Water Users Association Public Water Authority Water Revenue Refunding Bonds, Series 2021 | 01/01/40 | 12/06/21 | NEG | $11,900,000 | NR/NR/NR | 2.00-5.00 | 2.196 | 4.5 | Leigh Ann Biernat |
| Vincent Leist<br>President & CEO<br>870-414-5159 | Boone County, Arkansas Hospital Revenue Refunding Bonds (North Arkansas Regional Medical Center), Series 2021 | 05/01/33 | 11/30/21 | NEG | $9,710,000 | NR/NR/NR | 2.375-4.00 | 2.906 | 15 | Kevin Faught |
| Paul Colvin Jr.<br>Mayor<br>479-361-2700 | Tontitown, Arkansas Sales and Use Tax Taxable Improvement Bonds, Series 2022A and Refunding and Improvement Bonds, Series 2022B | 02/01/47 | 12/14/21 | NEG | $16,770,000 | NR/AA/NR | 1.50-4.00 | 3.112 | | Kevin Faught |
| Vincent Leist<br>President & CEO<br>870-414-5159 | Boone County, Arkansas Hospital Revenue Refunding Bonds (North Arkansas Regional Medical Center), Series 2022 | 05/01/37 | 12/15/21 | NEG | $7,540,000 | NR/NR/NR | 3.00-4.00 | 3.196 | 28091.25 | Kevin Faught |

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| Reference | Type of Issue | Maturity of Issue | Issue Sale Date | Sale Type | Par Amount | Rating (Moody's/S&P/Fitch) | Interest Rate Range | TIC | OID | Staff Member |
|---|---|---|---|---|---|---|---|---|---|---|
| Mayor Jackie Crabtree<br>Mayor<br>479-451-1122 | Pea Ridge, Arkansas Sales and Use Tax Bonds, Series 2022 | 03/01/47 | 12/02/21 | NEG | $5,800,000 | NR/NR/NR | 1.625-2.50 | 2.484 | 88800 | Kevin Faught |
| Ken Kincade<br>Mayor<br>501-843-3566 | Cabot, Arkansas Sales and Use Tax Bonds, Taxable Series 2022A | 12/01/43 | 04/04/22 | NEG | $23,940,000 | NR/A+/NR | 2.85-5.00 | 4.374 | 17.5 | Leigh Ann Biernat |
| Bart Castleberry<br>Mayor<br>501-450-6110 | Conway, Arkansas Restaurant Gross Receipts Tax Capital Improvement and Refunding Bonds, Series 2022 | 06/01/52 | 04/12/22 | NEG | $38,785,000 | NR/AA/NR | 3.00-4.00 | 3.960 | 19717.5 | Leigh Ann Biernat |
| Linda Duncan<br>Mayor<br>501-884-6577 | Fairfield Bay, Arkansas Sales and Use Tax Refunding Bonds, Series 2022 | 06/01/45 | 03/15/22 | NEG | $1,715,000 | NR/NR/NR | 2.10-3.25 | 3.235 | 130875 | McBryde |
| Heath Ward<br>Executive Director<br>479-751-5751 | Springdale, Arkansas Water and Sewer Revenue Bonds, Series 2022A | 09/01/37 | 04/12/22 | NEG | $43,080,000 | NR/AA-/NR | 3.50-5.00 | 3.408 | 17.5 | Kevin Faught |
| Jim yates<br>Chairman<br>870-741-8211 | Carroll-Boone (Arkansas) Water District Water Refunding and Improvement Revenue Bonds, Series 2020 | 12/01/40 | 07/15/20 | NEG | $17,145,000 | NR/A-/NR | 1.00-4.00 | 2.419 | 1.7 | Kevin Faught |
| Thea Hughes<br>General Manager<br>501-982-0581 | Jacksonville, Arkansas Wastewater Refunding Revenue Bonds, Series 2020 (Taxable) | 12/01/39 | 07/23/20 | NEG | $14,620,000 | NR/NR/NR | 0.72-2.70 | 2.340 | 1.375 | Leigh Ann Biernat |
| Preston Scroggin<br>Mayor<br>501-796-2534 | Vilonia, Arkansas Sewer Refunding and Construction Revenue Bonds, Series 2020 | 12/01/50 | 07/21/20 | NEG | $3,995,000 | NR/NR/NR | 0.875-2.80 | 2.660 | 1.65 | Leigh Ann Biernat |
| Tanner McKnight<br>CFO<br>870-633-4480 | St. Francis County Community College District, Arkansas Limited Tax General Obligation Refunding Bonds (East Arkansas Community College), Series 2021 | 03/01/40 | 05/20/21 | NEG | $3,155,000 | NR/NR/NR | 1.125-2.25 | 2.165 | | Jason Holsclaw |
| Steve Cobb<br>City Attorney<br>501-416-4025 | Sherwood, Arkansas Capital Improvement Refunding Revenue Bonds, Series 2021 | 03/01/33 | 06/28/21 | NEG | $4,980,000 | NR/NR/NR | 1.125-2.00 | 1.749 | 12.50 | Leigh Ann Biernat |
| Jim Harness<br>County Judge<br>870-448-3828 | Searcy County, Arkansas Sales and Use Tax Refunding Bonds, Series 2021 | 03/01/42 | 10/26/21 | NEG | $1,935,000 | NR/NR/NR | 0.60-2.50 | 2.547 | 20.00 | Kevin Faught |
| Thea Hughes<br>General Manager<br>501-982-0581 | Jacksonville, Arkansas Wastewater Revenue Bonds, Series 2021 | 12/01/42 | 11/18/21 | NEG | $8,150,000 | NR/A+/NR | 1.50-4.00 | 2.147 | | Leigh Ann Biernat |
| Bret Carroll<br>CEO<br>501-450-6020 | Conway, Arkansas Electric Revenue Improvement Bonds, Series 2022A | 12/01/45 | 03/08/22 | NEG | $24,165,000 | Aa3/NR/NR | 3.125-4.00 | 3.245 | 10.00 | Leigh Ann Biernat |
| David Richardson<br>General Manager<br>870-836-7331 | Camden, Arkansas Water and Sewer Refunding Revenue Bonds, Series 2022 | 10/01/23 | 02/23/22 | NEG | $4,385,000 | NR/NR/NR | 2.00-2.50 | 2.428 | 11.00 | Jason Holsclaw |
| Julie Bates<br>EVP<br>501-660-1002 | Arkansas State University Board of Trustees Student Fee Revenue Refunding Bonds (Jonesboro Campus), Taxable Series 2022 | 12/01/38 | 03/31/22 | NEG | $18,015,000 | A1/NR/NR | 2.25-4.15 | 3.890 | 9.00 | Leigh Ann Biernat |
| Barth Grayson<br>Mayor<br>501-724-6428 | Bald Knob, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2022 | 09/01/31 | 08/01/22 | NEG | $1,480,000 | NR/NR/NR | 2.50-3.00 | 2.932 | 20.00 | Leigh Ann Biernat |
| Sara Lenehan<br>Finance Director<br>501-371-6806 | Little Rock, Arkansas Limited Tax General Obligation Capital Improvement Bonds, Series 2022A | 08/01/43 | 11/15/22 | NEG | $53,510,000 | Aa1/AA/NR | 3.875-5.00 | 3.993 | 7.50 | Leigh Ann Biernat |
| Laury Fiorello<br>VP of Admin & Finance<br>479-968-0300 | Arkansas Tech University Board of Trustees Student Fee Revenue Bonds, Series 2022A | 12/01/52 | 11/16/22 | NEG | $29,800,000 | NR/AA/NR | 4.50-5.00 | 4.599 | 10.00 | Leigh Ann Biernat |
| Chris Keeney<br>Mayor<br>479-521-7291 | Johnson, Arkansas Sales and Use Tax Bonds, Series 2021 | 02/01/47 | 09/28/21 | NEG | $7,300,000 | NR/NR/NR | 1.125-2.50 | 2.274 | 15.00 | Kevin Faught |
| Bill Burrough<br>City Manager<br>501-321-6811 | Hot Springs, Arkansas Waterworks Revenue Refunding and Construction Bonds, Series 2023 | 10/01/52 | 12/20/22 | NEG | $47,930,000 | NR/AA/NR | 4.00-5.00 | 4.301 | 6.48 | Leigh Ann Biernat |
| Joy Black<br>Finance Director<br>501-943-0318 | Bryant, Arkansas Capital Improvement Revenue Bonds, Series 2023 | 02/01/50 | 04/25/23 | NEG | $10,880,000 | NR/NR/NR | 3.00-4.20 | 4.316 | 12.50 | Leigh Ann Biernat |
| Steve Cobb<br>City Attorney<br>501-416-4025 | Sherwood, Arkansas Sales and Use Tax Bonds, Series 2023 | 12/01/33 | 04/24/23 | NEG | $15,460,000 | Aa3/NR/NR | 4.77-5.00 | 5.218 | 12.00 | Leigh Ann Biernat |
| Chris Moore<br>Mayor<br>479-770-2185 | Lowell, Arkansas Capital Improvement Refunding and Construction Bonds, Series 2021 | 06/01/46 | 07/19/21 | NEG | $5,535,000 | NR/NR/NR | 1.125-2.50 | 2.310 | 15.00 | Kevin Faught |
| Charlotte Bradley<br>General Manager<br>870-777-3000 | Hope, Arkansas Utility Revenue Bonds, Series 2021 | 04/01/41 | 07/20/21 | NEG | $9,995,000 | NR/NR/NR | 1.25-2.25 | 2.086 | 11.00 | Jason Holsclaw |
| Tara Smith<br>CFO<br>501-686-2500 | University of Arkansas Board of Trustees Various Facilities Revenue Bonds (UAPB Campus), Series 2022 | 12/01/52 | 08/11/22 | NEG | $16,655,000 | Aa2/NR/NR | 4.00 | 4.089 | 3.95 | Jason Holsclaw |
| Ro Arrington<br>Public Finance Director<br>501-685-5910 | Arkansas Development Finance Authority Revolving Loan Fund Reveune Bonds, Series 2023 | 06/30/43 | 08/08/23 | NEG | $109,235,000 | NR/NR/NR | 5.00 | 3.495 | 4.50 | Leigh Ann Biernat |
| Doug Hutchens<br>Mayor<br>479-824-3321 | Lincoln, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2023 | 10/01/53 | 08/15/23 | NEG | $3,885,000 | NR/A-/NR | 3.50-4.50 | 4.544 | 17.50 | Kevin Faught |
| Kelli Embry<br>VP for Administration/CFO<br>501-760-4133 | National Park College District Improvement Bonds, Series 2023 | 03/01/51 | 08/22/23 | NEG | $6,470,000 | NR/A+/NR | 3.5-4.5 | 4.650 | | Leigh Ann Biernat |
| Larry Garrett<br>Madison County Judge<br>479-738-6721 | Madison County, Arkansas Sales and Use Tax Bonds, Series 2023 | 12/01/58 | 09/18/23 | NEG | $16,380,000 | NR/A-/NR | 4.125-5.00 | 4.595 | 12.50 | Kevin Faught |

RFP 25-05, Bond Underwriter
Appendix B
Stephens's Proposal

| Reference | Type of Issue | Maturity of Issue | Issue Sale Date | Sale Type | Par Amount | Rating (Moody's/S&P/Fitch) | Interest Rate Range | TIC | OID | Staff Member |
|---|---|---|---|---|---|---|---|---|---|---|
| Marco McClendon<br>Mayor<br>870-732-7500 | West Memphis, Arkansas Net Casino Gaming Receipts Tax Bonds, Series 2023 | 12/01/39 | 10/18/23 | NEG | $9,050,000 | A3/NR/NR | 4.125-5.125 | 5.286 | | Michael McBryde |
| Billy Hankins<br>Mayor<br>870-734-1033 | Brinkley, Arkansas Sales and Use Tax Bonds, Series 2023 | 03/01/33 | 11/07/23 | NEG | $4,075,000 | NR/NR/NR | 4.50 | 5.055 | | Michael McBryde |
| Keith Sutton<br>Mayor<br>870-892-3924 | Pocahontas, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2023 | 11/01/33 | 10/10/23 | NEG | $5,980,000 | NR/A+/NR | 5.00-4.20 | 4.628 | | Michael McBryde |
| Jim Fincher<br>Mayor<br>479-632-4110 | Alma, Arkansas Sales and Use Tax Bonds, Series 2023 | 03/01/44 | 11/16/23 | NEG | $16,150,000 | NR/A+/NR | 4.125-5.00 | 4.326 | 20.00 | Kevin Faught |
| Tommy Jackson<br>General Manager<br>501-589-7302 | Beebe, Arkansas Water and Sewer Refunding and Improvement Revenue Bonds, Series 2021 | 08/01/51 | 07/29/21 | NEG | $14,245,000 | NR/AA/NR | 4.00-2.375 | 2.480 | 11.00 | Leigh Ann Biernat |
| Hugh Hardgrave<br>Mayor<br>479-674-5616 | Lavaca, Arkansas Water and Sewer Refunding and Improvement Revenue Bonds, Series 2021 | 11/01/41 | 08/09/21 | NEG | $1,500,000 | NR/NR/NR | 0.50-2.25 | 2.242 | 25.00 | Kevin Faught |
| Jeff Owyoung<br>Mayor<br>870-222-3160 | McGehee, Arkansas Sales and Use Tax Bonds, Series 2024 | 09/01/54 | 01/23/24 | NEG | $5,000,000 | NR/NR/NR | | 4.776 | | Jason Holsclaw |
| David Belk<br>CFO<br>870-930-3300 | City Water and Light Plant of the City of Jonesboro, Arkansas Public Utility System Revenue Bonds, Series 2022 | 06/01/37 | 05/03/22 | NEG | $33,360,000 | NR/NR/NR | 4.00-5.00 | 3.542 | 10.00 | McBryde |
| Paul Becker<br>Finance & Internal Svsc Dir<br>479-575-8330 | Fayetteville, Arkansas Sales and Use Tax Capital Improvement Bonds, Series 2022 | 11/01/32 | 06/09/22 | NEG | $74,340,000 | NR/AA-/NR | 2.50-5.00 | 2.854 | 4.95 | Kevin Faught |
| Gena Wingfield<br>EVP and CFO<br>501-364-2555 | Pulaski County, Arkansas Hospital Revenue Bonds (Arkansas Children's Hospital), Series 2023 | 03/01/53 | 06/06/23 | NEG | $128,150,000 | A1/AA-/NR | 4.25-5.25 | 4.476 | | Leigh Ann Biernat |
| Paul Becker<br>Finance & Internal Services Director<br>479-575-8330 | Fayetteville, Arkansas Sales and Use Tax Bonds, Series 2024 | 11/01/33 | 09/26/24 | NEG | $15,000,000 | NR/AA-/NR | 3.25 | 3.430 | | Kevin Faught |
| Dr. Rick Massengale, Sr.<br>President<br>870-743-3000 | North Arkansas College Board of Trustees Special Obligation Capital Improvement Bonds, Series 2022 | 08/01/42 | 08/10/22 | NEG | $7,900,000 | NR/NR/NR | 2.25-4.00 | 3.814 | 17.50 | Kevin Faught |
| Greg Hines<br>Mayor<br>479-621-1117 | Rogers, Arkansas Sales and Use Tax Bonds, Series 2022 | 11/01/34 | 08/23/22 | NEG | $83,540,000 | NR/AA-/NR | 4.00-5.00 | 3.413 | 8.50 | Kevin Faught |
| Tara Smith<br>CFO<br>501-686-2500 | University of Arkansas Board of Trustees, Student Fee Revenue Bonds (UA Morrilton) 2024 | 05/01/51 | 10/22/24 | NEG | $10,215,000 | Aa2/NR/NR | 5.00 | 4.226 | | Jason Holsclaw |
| William Plyler<br>Mayor<br>870-356-3613 | Glenwood, Arkansas Sales and Use Tax Refunding Bond, Series 2023 | 11/01/48 | 10/24/23 | NEG | $4,440,000 | NR/NR/NR | | 5.764 | | Jason Holsclaw |
| Jeff Pyles<br>General Manager<br>479-996-4296 | James Fork Regional Water District Water Revenue Bonds, Series 2024 | 06/01/54 | 09/16/24 | NEG | $2,130,000 | NR/AA Insured/NR | 3.00-4.25 | 4.303 | | Kevin Faught |
| Tara Smith<br>CFO<br>501-686-2500 | University of Arkansas Board of Trustees, Student Fee Revenue Bonds (Fort Smith Campus), Refunding Series | 06/01/39 | 08/22/24 | NEG | $7,170,000 | Aa2/NR/NR | 5.00 | 3.332 | | Jason Holsclaw |
| Jeff Pyles<br>General Manager<br>479-996-4296 | James Fork Regional Water District, Arkansas Water Refunding and Improvement Revenue Bonds, Series 2023 | 06/01/53 | 08/12/23 | NEG | $4,435,000 | NR/AA/NR | 3.625-4.625 | 4.787 | 17.50 | Kevin Faught |
| Gary Brinkley<br>City Manager<br>870-246-9864 | Arkadelphia, Arkansas Water and Sewer Revenue Bonds, Series 2023 | 12/01/53 | 10/17/23 | NEG | $10,470,000 | NR/AA/NR | 5.00 | 5.136 | | Jason Holsclaw |
| Mayor Chris Moore<br>Mayor<br>479-770-2185 | Lowell, Arkansas Capital Improvement Revenue Bonds, Series 2024 | 06/01/49 | 10/01/24 | NEG | $6,565,000 | NR/AA (AG Insured)/NR | 2.875-4.125 | 4.177 | | Kevin Faught |
| Dr. Stan Norman<br>President<br>870-886-6741 | Lawrence County, Arkansas Public Education Facilities Board (Williams Baptist University) Refunding and Improvement Revenue Bonds, Series 2024 | 03/01/49 | 08/06/24 | NEG | $2,710,000 | NR/NR/NR | 4.00-5.25 | 5.087 | | Michael McBryde |
| Marco McClendon<br>Mayor<br>870-732-7500 | West Memphis, Arkansas Public Utility System Revenue Bonds, Series 2024 | 12/05/54 | 09/05/24 | NEG | $15,335,000 | NR/BBB/NR | 4.00-5.00 | 4.315 | | Michael McBryde |
| Tim Shaw<br>General Manager<br>501-825-7294 | Community Water Sytem Public Water Authority of the State of Arkansas Water Revenue Bonds, Series 2024 | 10/01/54 | 04/17/24 | NEG | $5,000,000 | NR/A+/NR | 3.25-5.00 | 4.512 | | Michael McBryde |
| | | | | **Total Par Amount** | **$1,696,355,000** | | | | | |
| | | | | **Number of Transactions** | **534** | | | | | |

RFP 25-05, Bond Underwriter
Appendix B
Stephens's Proposal

## 1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

_____1) NO KNOWN RELATIONSHIP EXISTS

__X__2) RELATIONSHIP EXISTS (Please explain):

The primary contact, W. Kevin Faught is first cousin to Alan Pugh, Staff Engineer for the City of Fayetteville

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

d. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

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

RFP 25-05, Bond Underwriter
Appendix B
Stephens's Proposal

## 2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: Stephens Inc.

Primary Contact: Kevin Faught Title of Primary Contact: Senior Vice President

Phone#1 (cell preferred): 501-516-4631 Phone#2: 479-718-7444

E-Mail Address: kfaught@stephens.com

## 3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

| ADDENDUM NO. | SIGNATURE AND PRINTED NAME | DATE ACKNOWLEDGED |
|---|---|---|
| 1 | W. Kevin Faught | 03/27/2025 |
| | | |
| | | |
| | | |
| | | |

## 4. 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.

Appendix B
RFP 25-05, Bond Underwriter
Stephens's Proposal

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: Stephens Inc.

PHYSICAL ADDRESS: 3425 N. Futrall Drive, Suite 201, Fayetteville, AR 72703

MAILING ADDRESS: Same as physical address

TAX ID #: 71-0641478 AR. SECRETARY OF STATE FILING #: 100049064

PHONE: 479-718-7444 FAX: _____

E-MAIL: kfaught@stephens.com

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

SIGNATURE: W. Kevin Faught

PRINTED NAME: W. Kevin Faught

TITLE: Senior Vice President DATE: 04/17/2025

Appendix B
RFP 25-05, Bond Underwriter
Stephens's Proposal

END OF RFP DOCUMENT

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1183

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:**

**FROM:** Mayor Molly Rawn

**SUBJECT:** **Resolution of intent to appropriate up to $450,000 for initiatives to address homelessness**

---

**RECOMMENDATION:**
Mayor Rawn is sponsoring a resolution of intent to appropriate up to $450,000.00 from the General Fund balance to support initiatives addressing homelessness.

**BACKGROUND:**

**DISCUSSION:**

**BUDGET/STAFF IMPACT:**
No budget impact at this time. A budget adjustment will accompany individual projects as they are presented to the City Council for approval.

**ATTACHMENTS:** 3. Agenda Request - Res of Intent - Funding to Address Homelessness

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

**File #:** 2025-1183

**A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO APPROPRIATE UP TO $450,000.00 FROM THE GENERAL FUND BALANCE TO SUPPORT INITIATIVES ADDRESSING HOMELESSNESS**

**WHEREAS**, to further the City's commitment to addressing homelessness, the Mayor's Office has recommended that the City allocate up to $450,000.00 from the General Fund balance to create a dedicated pool for emergency housing funding; and

**WHEREAS**, this funding will be distributed to organizations and initiatives that demonstrate a direct and measurable impact on improving outcomes for the unhoused population; and

**WHEREAS**, the homelessness working group has met three times and is making progress toward identifying projects that will have a lasting impact and build the capacity of existing service organizations; and

**WHEREAS**, City staff will present proposals for individual projects to the City Council along with a budget adjustment for approval.

**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 expresses its intent to appropriate up to $450,000.00 from the General Fund balance to support initiatives addressing homelessness.

CivicClerk No.: 2025-1183

# AGENDA REQUEST FORM

**FOR: Council Meeting of July 15, 2025**

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**FROM: Mayor Molly Rawn**

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**ORDINANCE OR RESOLUTION TITLE AND SUBJECT:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO APPROPRIATE UP TO $450,000.00 FROM THE GENERAL FUND BALANCE TO SUPPORT INITIATIVES ADDRESSING HOMELESSNESS

---

**APPROVED FOR AGENDA:**

Molly Rawn — 7-9-25

**Mayor Molly Rawn** — Date

[signature] — 7/8/25

**Blake Pennington** — Date
Senior Assistant City Attorney
Approved as to form

**RESOLUTION NO. _____**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO APPROPRIATE UP TO $450,000.00 FROM THE GENERAL FUND BALANCE TO SUPPORT INITIATIVES ADDRESSING HOMELESSNESS

**WHEREAS**, to further the City's commitment to addressing homelessness, the Mayor's Office has recommended that the City allocate up to $450,000.00 from the General Fund balance to create a dedicated pool for emergency housing funding; and

**WHEREAS**, this funding will be distributed to organizations and initiatives that demonstrate a direct and measurable impact on improving outcomes for the unhoused population; and

**WHEREAS**, the homelessness working group has met three times and is making progress toward identifying projects that will have a lasting impact and build the capacity of existing service organizations; and

**WHEREAS**, City staff will present proposals for individual projects to the City Council along with a budget adjustment for approval.

**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 expresses its intent to appropriate up to $450,000.00 from the General Fund balance to support initiatives addressing homelessness.

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-366

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

**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 illinoiensis*), 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,

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 |

| | | | |
|---|---|---|---|
| | | UDC §155. | significant trees. |
| Preservation of Healthy Trees | Negative (-) | All the trees comprising the 0.69 acres of canopy within the existing easement appear to be healthy. | 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 undoubtably 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 |

| | | |
|---|---|---|
| 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.<br><br>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. | N/A |

**BUDGET/STAFF IMPACT:**
N/A

**ATTACHMENTS:** 3. Staff Review Form, 4. Exhibit A - Applicant Request Letter, 5. Exhibit B - Applicant Petition to Vacate, 6. Exhibit C - Proposed Easement Vacation, 7. Exhibit D - Easement Vacation Site Map, 8. Exhibit E - Easement Vacation Description, 9. Exhibit F - Applicant Proposed Easement Dedication, 10. Exhibit F1 - Staff Proposed Easement Dedication, 11. Updated - VAC-2025-0013 CC Memorandum, 12. Additional Information - Updated Memorandum - 7/11/2025, 13. Additional Information - Staff Proposed Amendment to Ordinance - 7/11/2025, 14. Additional Information - Staff Recommended Conditions - 7/11/2025

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

**File #:** 2025-366

**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:

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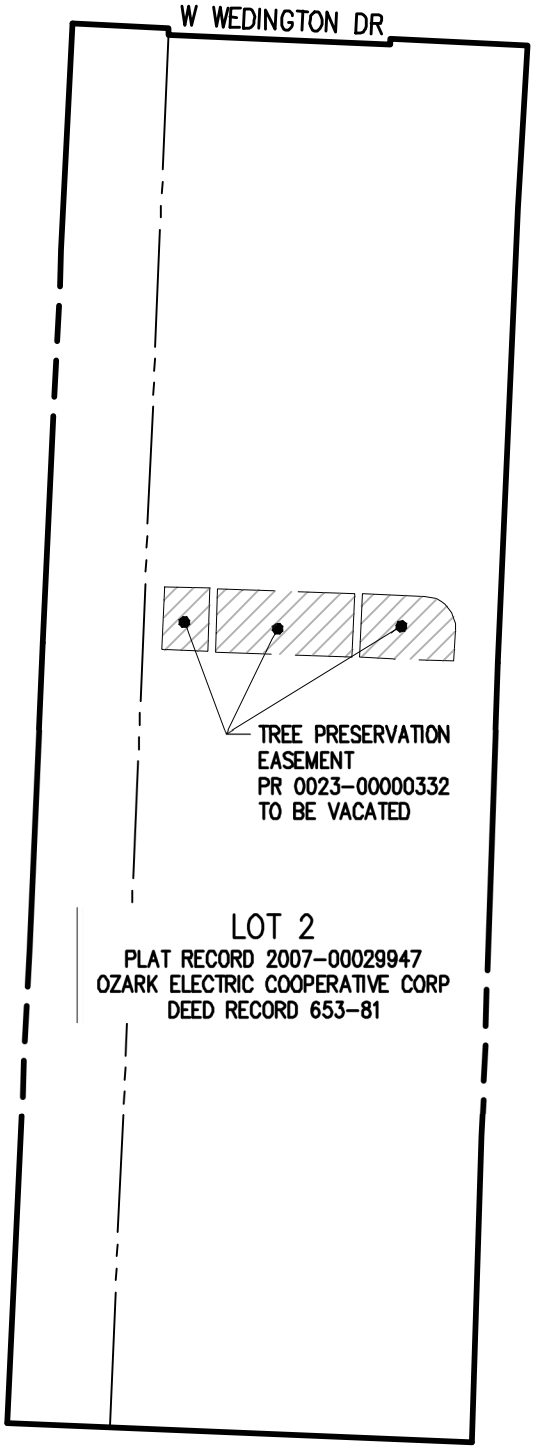
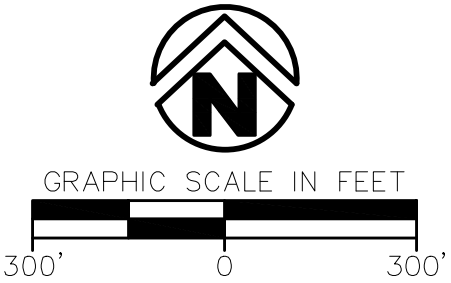
THENCE S02°24'56"W 861.62 FEET;
THENCE S87°49'12"E 101.27 FEET;
THENCE S87°49'06"E 12.00 FEET TO THE POINT OF BEGINNING;
THENCE S87°49'12"E 213.70 FEET;
THENCE S02°10'48"W 98.63 FEET;
THENCE N87°49'27"W 213.70 FEET;
THENCE N02°10'38"E 98.65 FEET TO THE POINT OF BEGINNING, CONTAINING 21079 SQUARE FEET, 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: 1 OF 2 | CHECKED: |


901 N. 47th St, Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com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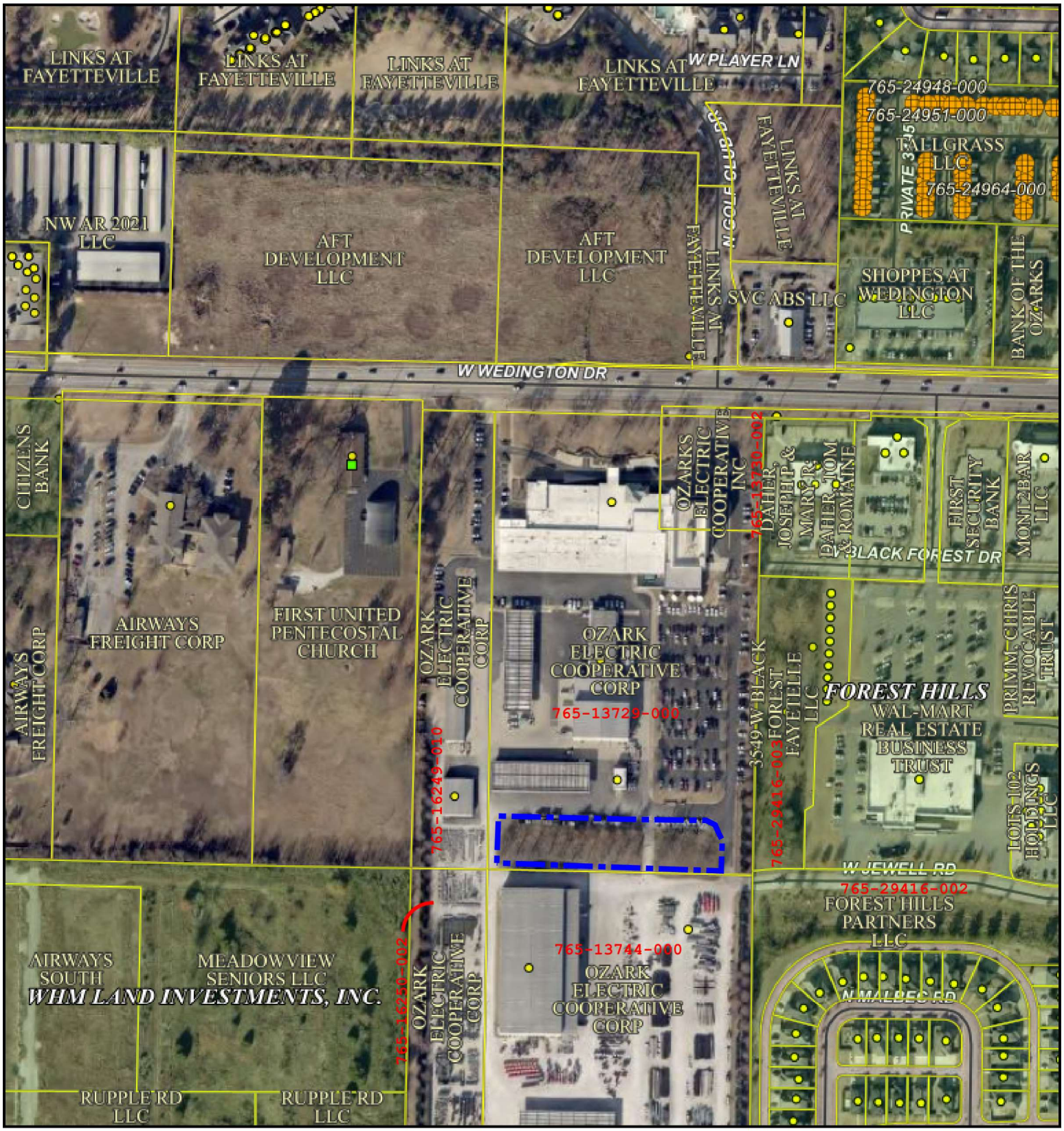
DRAWING: G:\25101100_OZARKSELECVAC\INFRASTRUCTURE\SURVEY\DWG\ESMT VAV EXHIBIT SHEET 1.DWG
LAYOUT: — , LAST SAVED: KM676, 2/10/2025 6:30:54 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 2/10/2025 7:11:07 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

# Exhibit D - Easement Vacation Site Map

Washington County
Assessor's Office
Washington, Assessor




Date Created: 2/13/2025
Created By: anonymous

1 inch = 274 feet

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

GIS Approved
02/19/2025

# 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:

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THENCE N87°49'27"W 213.70 FEET;
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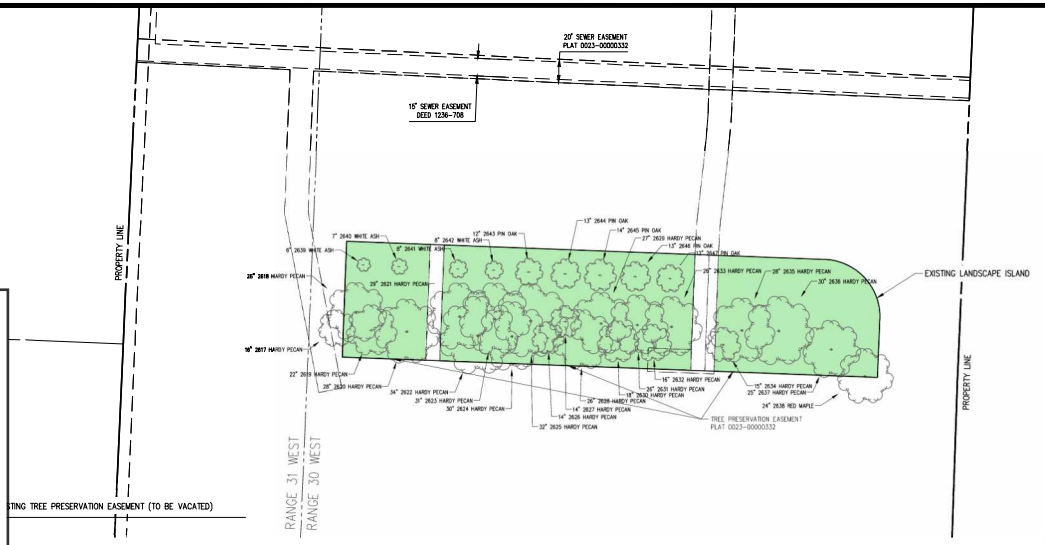
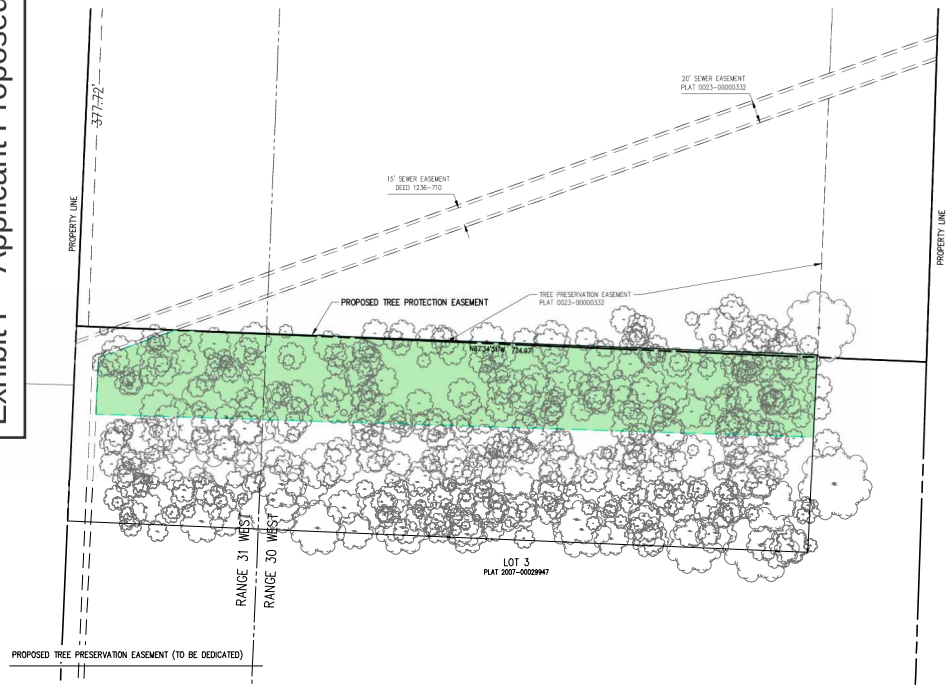
THENCE S87°49'12"E 213.70 FEET;
THENCE S87°48'56"E 12.00 FEET TO THE POINT OF BEGINNING;

# Exhibit F - Applicant 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

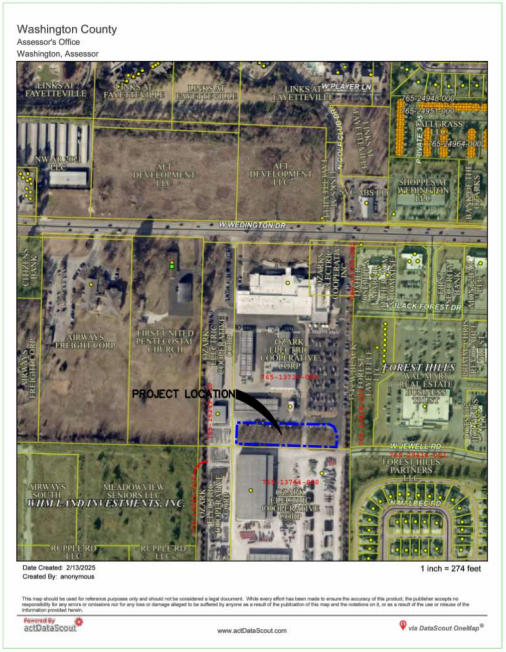
## LEGEND

EXISTING TREE

EXISTING TREE PRESERVATION EASEMENT

RELOCATED TREE PRESERVATION EASEMENT LIMITS

EASEMENT




901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

GRAPHIC SCALE IN FEET
50' 0 50'

OZARKS ELECTRIC
PRESERVATION EASEMENT

Key Plan

| No. | Description | Date |
|---|---|---|

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 25101.100
ISSUE DATE: 02/28/25
CONTACT: K. MONTGOMERY
QC by:
QC Date:

ISSUED FOR REVIEW

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

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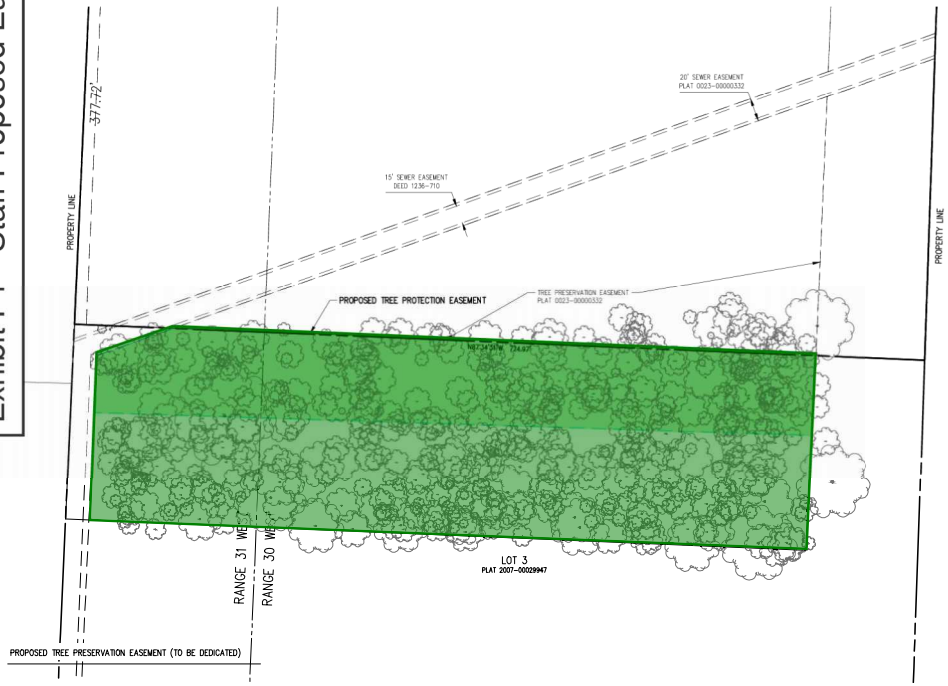
TREE PRESERVATION PLAN

T-101

# Exhibit F1 - Staff Proposed Easement Dedication




## TREE PRESERVATION EASEMENT DETAILS

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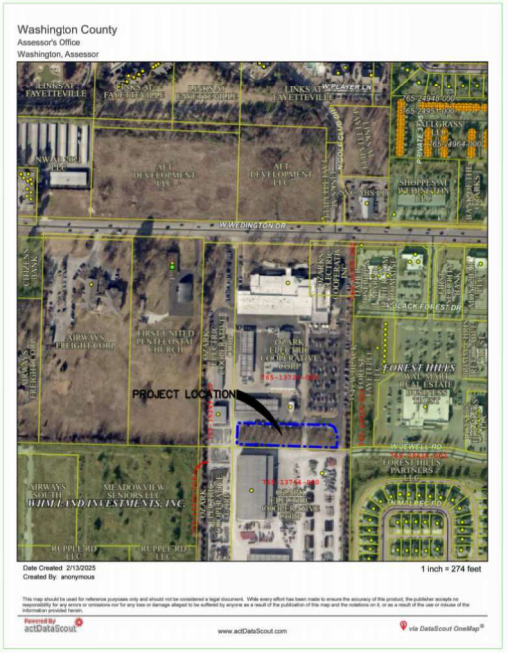
EXISTING TREE

EXISTING TREE PRESERVATION EASEMENT

RELOCATED TREE PRESERVATION EASEMENT LIMITS

EASEMENT





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479.636.4838 t
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GRAPHIC SCALE IN FEET
50' 0 50'

OZARKS ELECTRIC
PRESERVATION EASEMENT

Key Plan

| No. | Description | Date |
|---|---|---|


This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.


PROJECT NO. 23101100
ISSUE DATE: 02/28/25
CONTACT: K. MONTGOMERY
QC by:
QC Date:

ISSUED FOR REVIEW

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION ... REVIEW PLAN ... NOT FOR CONSTRUCTION


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TREE PRESERVATION PLAN

T-101

Received from Urban Forester Willa Thomason 06/26/2025 at 1:25 PM

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO

Meeting of July 1, 2025

TO: Mayor; Fayetteville City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director

FROM: Willa Thomason, Urban Forester

DATE: June 26, 2025

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.

*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.

BACKGROUND:
At the June 4th, 2025, Urban Forestry Advisory Board (UFAB) meeting, board members considered the request to vacate the tree preservation easement at 3661 W Wedington Dr. As a part of this, they heard from the applicant's representative who offered an alternative proposal to that developed by staff. The proposal includes vacation of 0.95 acres of tree preservation easement at the south of parcel 765-13729-000, and re-dedication of ~2.0 acres towards the southern end of parcel 765-13744-000 on the same site. This differs from the proposal first considered by City Council at their May 6th, 2025 meeting, including ~0.3 acres less proposed tree preservation easement dedication, and no additional tree planting where 48 mitigation trees were previously proposed.

RECOMMENDATION:
Ultimately, UFAB recommended approval of the applicant-proposed conditions of the easement vacation by a vote of 6-0-0. In evaluating the applicant's proposal, 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 ~2.0-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). Additionally, the applicant must consult with a local organization specializing in environmental restoration, as approved by urban forestry staff, to identify and remove invasive species from within the 5.3-acre easement and the newly dedicated ~2.0-acre easement on Parcel No. 765-13744-000. This work must be implemented at the expense of the applicant/owner prior to the issuance of any permits associated with new development on Parcel Nos. 765-13729-000, 765-13730-002, 765-16249-010, 765-13744-000, 765-16250-002, and annually for two subsequent years.

Following the initial consultation, the applicant/owner must submit a 3-year maintenance contract surety at 150% of the total estimate for the three instances of invasive species removal. Upon completion of the three-year surety period, the Urban Forester shall inspect the site and determine whether invasive species have been sufficiently eradicated. Upon such a finding, the City of Fayetteville shall release the currency, bond or letter of credit. In the absence of such a finding, the developer shall be notified to take appropriate action as approved by the Urban Forester. If the developer does not take remedial steps to bring the property into compliance, the City of Fayetteville shall use the necessary monies from the landscape establishment guarantee to do so.

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO

Meeting of July 16, 2025

TO: Mayor; Fayetteville City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director

FROM: Willa Thomason, Urban Forester

DATE: July 10, 2025

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.

*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.

BACKGROUND:
On June 10, 2025, Urban Forestry staff met with representatives of Ozarks Electric to discuss conditions of the request to vacate the tree preservation easement at 3661 W Wedington Dr. In this discussion, staff and the applicants came to a consensus regarding the conditions of this vacation. The recommended conditions of approval include dedication of 2.3 acres of tree preservation easement towards the southern end of parcel 765-13744-000 in exchange for vacation of 0.95 acres of tree preservation easement on the same site, in addition to a prescribed burn conducted by Ozark Ecological Restoration Incorporated. This differs from the proposal considered by City Council at their July 1, 2025 meeting, in that the recommendation to implement three instances of manual removal of invasive species will be replaced by the recommendation to administer one instance of prescribed burning.

RECOMMENDATION:
In evaluating the applicant's proposal, 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) prior to the vacation of the easement in question. Additionally, the applicant shall consult with an insured prescribed burn contractor to administer a prescribed burn for the primary purpose of reducing the encroachment of invasive species and encouraging the growth of native species on Parcel No. 765-13744-000 in 2026. This work must be implemented at the expense of the applicant/owner and the initial consultation must occur before the vacation shall be effective. The

applicant/owner shall provide the City a copy of its contract containing the proposed scope of work, an itemized quote, and a clause requiring that, if the approved contract is breached, the applicant shall deposit into the city's Tree Escrow Account the amount set forth in that contract. Implementation of the prescribed burn shall occur before the end of 2026, and an itemized receipt containing proof of payment shall be submitted to Urban Forestry staff upon completion.

**ORDINANCE NO. _____**

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 AREA CONTINGENT ON THE DEDICATION OF A REPLACEMENT TREE PRESERVATION EASEMENT TOTALING APPROXIMATELY 2.3 ACRES AND OTHER CONDITIONS

**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 is subject to the following conditions:

1. The applicant shall 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) before the vacation shall be effective.
2. The applicant shall consult with an insured prescribed burn contractor to administer a prescribed burn for the primary purpose of reducing the encroachment of invasive species and encouraging the growth of native species on Parcel No. 765-13744-000 in 2026. This work must be implemented at the expense of the applicant/owner and the initial consultation must occur before the vacation shall be effective. The applicant/owner shall provide the City a copy of its contract containing the proposed scope of work, an itemized quote, and a clause requiring that, if the approved contract is breached, the applicant shall deposit into the city's Tree Escrow Account the amount set forth in that contract. Implementation of the prescribed burn shall occur before the end of 2026, and an itemized receipt containing proof of payment shall be submitted to Urban Forestry staff upon completion.

This vacation is subject to the following conditions:

1. The applicant shall 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) before the vacation shall be effective.
2. The applicant shall consult with an insured prescribed burn contractor to administer a prescribed burn for the primary purpose of reducing the encroachment of invasive species and encouraging the growth of native species on Parcel No. 765-13744-000 in 2026. This work must be implemented at the expense of the applicant/owner and the initial consultation must occur before the vacation shall be effective. The applicant/owner shall provide the City a copy of its contract containing the proposed scope of work, an itemized quote, and a clause requiring that, if the approved contract is breached, the applicant shall deposit into the city's Tree Escrow Account the amount set forth in that contract. Implementation of the prescribed burn shall occur before the end of 2026, and an itemized receipt containing proof of payment shall be submitted to Urban Forestry staff upon completion.

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-840

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Kit Williams, City Attorney

**FROM:** D'Andre Jones, Ward 1, Position 2

**SUBJECT:** **N/A**

---

**RECOMMENDATION:**
That the City Council enacts Article XXXIII the Fayetteville Renters' Council in Chapter 33

**BACKGROUND:**

**DISCUSSION:**

**BUDGET/STAFF IMPACT:**
N/A

**ATTACHMENTS:** 3. Jones Request and Approval, 4. Council Member Dr. Jones - Proposed Resolution Language Revision

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

**File #:** 2025-840

**AN ORDINANCE TO ESTABLISH THE CITY OF FAYETTEVILLE RENTERS' COUNCIL REPRESENTING THE INTERESTS OF RENTERS LOCATED WITHIN THE CITY OF FAYETTEVILLE TO ADVISE AND MAKE RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL ON PUBLIC POLICY MATTERS OF IMPORTANCE TO RENTERS CITYWIDE IN CHAPTER 33 OF THE FAYETTEVILLE CITY CODE**

**WHEREAS**, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

**WHEREAS**, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and homelessness among our residents; and

**WHEREAS**, in 2023 shows median income of all age groups in Fayetteville have declined or stagnated in contrast region peer cities according to the City of Fayetteville 2025 Housing Assessment; and

**WHEREAS**, Median house value grew by 275% while median household income increased by only 64% since 2000, making homeownership increasingly unattainable City of
Fayetteville 2025 Housing Assessment; and

**WHEREAS**, more than 60 percent of households in Fayetteville are renter households, 2023 American Communities Survey (ACS); and

**WHEREAS**, renters in Fayetteville are directly impacted by a wide variety of issues facing the city, such as housing affordability, transportation access, green and other public spaces, land use, renter protections, public health and safety, education, and economic growth; and

**WHEREAS**, the lack of affordable housing options disproportionately affects low-income
individuals, families, seniors, students, and marginalized communities, leading to social and economic disparities within our city; and

**WHEREAS**, the City of Fayetteville's 2025 Housing Assessment found that households need to earn at least 120% of median household income or about $30/hour to be able to afford the average rent on a new two-bedroom apartment; and

**WHEREAS**, in 2023 there were nearly seven times more renter households than owner households with an annual income below $35,000 according to the 2025 City of Fayetteville Housing Assessment with the median household income in Fayetteville being $51,513 according to the City of Fayetteville's 2025 Housing Assessment; and

**WHEREAS**, only 17.4% of renter-occupied households had an income of $75,000 or more in

2023 compared to 65.8% of owner-occupied households according to the 2025 City of Fayetteville Housing Assessment; and

**WHEREAS**, the 2023 ACS estimates indicated that Fayetteville needed 6,400 households (15% of total households) needing rent below $500 per month and 8,400 households (20% of total households) needing rent below $875 per month, and increase of 16% and 5% respectively; and

**WHEREAS**, during the past two decades the University of Arkansas experienced an increase in enrollment (despite continual claims that enrollment would slow down) from 15,000
students to a projected 36,000 by fall 2025 with no current on-campus housing construction and 81% of students finding housing off campus according to the 2025 City of Fayetteville Housing Assessment; and

**WHEREAS**, the City Council acknowledges the staff who currently work together in support of increasing the housing supply under the direction of the Mayor and Chief of Staff to
identify opportunities for improved public engagement through city growth master
planning processes at the local and regional levels, appropriate infrastructure costs shares, and economic vitality initiatives in the following areas: Development Services, Long
Range Planning, Community Resources, Economic Vitality, Public Works, and Water/Sewer Infrastructure; and

**WHEREAS**, the steps the City has taken to date include but are not limited to the following:

- Entering into a 99-year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing $337,000 in maintenance funding to that facility, and providing an additional $801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024; and
- Declaring a Housing Crisis and Establishing a Housing Crisis Task Force; and
- Adopting City Plan 2040, Fayetteville's comprehensive plan. This plan document built upon prior comprehensive plan work and affirmed six goals for an integrated approach to land use in the city limits and planning area. Those six goals are:

  We Will Make Appropriate Infill and Revitalization Our Highest Priority.
  We Will Discourage Suburban Sprawl.
  We Will Make Compact, Complete, and Connected Development the Standard.
  We Will Grow A Livable Transportation Network.
  We Will Assemble an Enduring Green Network.
  We Will Create Opportunities for Attainable Housing.

- Investing $1,000,000 for public infrastructure as a cost share with Partners for Better Housing on the Willow Bend project; and
- Administering the Community Development Block Grant (CDBG) program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents; and
- Committing $1,630,000 of American Rescue Plan Act funds for a consortium of partnering organizations to address housing instability in Fayetteville;
- Administering CDBG funding for a housing rehabilitation/repair program for low income

residents and seniors as one intervention to both maintain existing housing stock and help prevent residents becoming homelessness; and

- Administering the Hearth Program, which has provided $2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families; and
- Establishing the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues; and
- Establishing a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute $50,000 for both cold weather and warm weather services during 2024;
- Funding and administering a permit-ready building design program which is ready to be implemented that will reduce design costs of residential construction for property owners in a 320-acre program area; and
- Providing funds for consideration of infrastructure cost shares to promote appropriate infill in portions of the city, such as the CATO Springs Development in support of the neuro-diverse SLS Community; and
- Adopting the most liberal Accessory Dwelling Unit standards in the State of Arkansas, if not the entire nation;
- Codifying the creation of Cluster Housing developments such that up to 12 smaller dwellings rather than the national standard of 7 to 8 units may share parking courts and open space; and
- Budgeting for the update of our Downtown Strategic Plan with an eye towards the provision of mixed-use developments with greater downtown housing density; and
- Initiating the 71B Corridor Rezoning Project, with more than 500 land parcels under consideration, which aims to add housing in all its forms but especially mixed use and multifamily housing, as a use-by-right where it is currently precluded under existing land use regulations, thus providing an unprecedented opportunity for Fayetteville residents to access more housing options, walkable neighborhoods, mass transit, and safety improvements; and
- Increasing the staff that ensure life safety standards are met while providing for the time sensitive processing of entitlement applications and the review and approval of construction documents by building safety, engineering, planning, inspection, and other development related support staff; and
- Participating fully in the regional activities and initiatives of the Northwest Arkansas Council, Groundwork – the NWA Council's Workforce Housing Center, the Northwest Arkansas Regional Planning Commission, the Continuum of Care, and the NWA Urban Land Institute's educational programs, to name a few; and
- Approving the zoning for and entitling the development of 2,700 housing units completed from the start of 2023 to the end of 2024, exceeding the housing completion goal of 1,000 units per year stated in the 2023 Housing Assessment.

**WHEREAS**, the City Council acknowledges its responsibility to take proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options; and

**WHEREAS**, a Renters' Council will offer useful insight and perspective inclusive of diverse

renter voices from across the city that otherwise might not be heard at City Hall without such an intentional and proactive effort.

**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 Article XXXIII the Fayetteville Renters' Council in Chapter 33 as follows:

**ARTICLE XXXIII – Fayetteville Renters' Council**

**33.450 Establishment**

There is established a Fayetteville Renters' council (referred to in this Article as the "council") that shall advise the Mayor and City Council on issues and policies of importance to tenants in residential rental properties citywide.

**33.451 Definitions**

As used in this Article, "renter" is defined as someone who does not own their place of residence and is not part of the family of the residence owner (unless they have a rental contract with said owner). Additionally, those homeless, or otherwise without permanent housing, shall be qualified to serve as renters would on the council.

**33.452 Membership**

A. The council shall be composed of 15 members. Appointments should be made to ensure that varied renter perspectives are represented, including those of renters who identify with or are affiliated with organizations that work with historically underrepresented groups, such as low income renters, LGBTQ renters, immigrant renters, renters with felony records, those paying rent with assistance, and renters who have experienced homelessness, and those who are currently homeless. Appointments shall be made, to the extent possible, so that the council membership is representative of the city geographically. Each member of the council must be a renter or homeless within the City of Fayetteville at the time of their appointment and throughout their term.
B. Members serve without compensation.

**33.453 Appointment and term**

A. Member positions shall be numbered 1 through 15. Individuals shall be appointed into these numbered positions. Members in positions 1 through 2 shall be appointed by the Mayor. Members in positions 3 through 6 shall be appointed by the City Council. Positions 7 through 11 shall be appointed by the Renter's Council. Positions 7 through 8 must be students at the University of Arkansas at the time of their appointment and throughout their term. Positions 9 through 10 must live in public housing or use housing vouchers at the time of their appointment and throughout their term. Position 11 must have experienced prolonged homelessness (6+ months) in the last 5 years at the time of their appointment. Position 12 through 15 shall be appointed by Fayetteville based renter/housing focused organizations. The delegation of appointments to Fayetteville-based

renter/housing-focused organizations will be decided by the Renter's Council. All appointments are subject to final confirmation by a majority vote of the full City Council.

B. For the initial round of appointments, the delegation of appointments to Fayetteville-based renter/housing-focused organizations will be decided once positions 1 through 11 have been appointed.

C.For the initial round of appointments, odd numbered positions will serve one-year terms and even numbered positions will serve two-year terms. After the conclusion of initial terms, all subsequent terms of each position shall be for two years. No members shall serve more than two consecutive terms. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment. If a person is appointed to fill the duration of an unexpired term, then that term shall count as one of the two consecutive terms only if the portion of the unexpired term actually served is at least one year.

**33.454 Duties and ancillary powers**

1. The duties of the council include the following:

    1. Provide information, advice, and counsel to the Mayor, City Council, Community Resources Department, Department of Development Services, Economic Development Department, Sustainability Department, Public Works Department, and other City departments and divisions concerning issues and policies affecting renters, including, but not limited to, housing affordability, transportation access, green and other public spaces, land use, renter protections, public health and safety, education, and economic growth;
    2. Monitor the enforcement and effectiveness of legislation related to renters and renter protections;
    3. Provide periodic advice on priorities, policies, and strategies for strengthening and enhancing the enforcement and effectiveness of renter protections;
    4. Report on a quarterly basis to the Mayor and the City Council. The reports shall include an annual work plan, a briefing on the council's public involvement process for soliciting community and citizen input in developing their annual work plan, and updates on the work plan; and
    5. Meet periodically with other City councils, City departments, the Fayetteville Housing Authority Board of Commissioners, and other community groups and associations, including those representing rental property landlords, to gather information, feedback, and recommendations related to the council's work.
    6. Define metrics for evaluating housing supply, quality, and accessibility; declaring a housing crisis if inadequate and/or housing supply, quality, and accessibility significantly threatens human health and safety at present or within the next two years.
    7. The council Chairperson will call regularly scheduled meetings at least twice per month.

2. The council shall have the power to:

    1. By a majority vote, elect one or more council members to serve as Chairperson for a one-year term, and elect one or more members to serve as vice chairperson for a one-year term, who shall serve as chair in the absence of the chairperson.
    2. Adopt rules of procedure to accomplish its functions.
    3. Propose city council agenda items such as resolutions and ordinances related to renter issues.

**33.455 Meetings**

1. The Department of Development Services shall provide staff support and meeting facilities for the council and maintain its records. The council may also receive staff assistance from other City departments. Staff support will include ongoing training and capacity building of council members.

2. Meetings of the council shall be open to the public and the council shall operate subject to the Arkansas Freedom of Information Act. Meeting notifications, agendas, minutes of proceedings, findings and recommendations, quarterly reports, and other related materials shall be available to the public and posted on the council's website.

**33.456 Unexcused absences and removal**

Any member may request an excused absence from a council meeting from the council or from the council chair. The council may recommend, by a majority vote of all members of the council, that the Mayor or Council remove any member who is absent without excuse from three
consecutive council meetings. The appointing authority may remove any member for cause.

CivicClerk No.: 2025-

# AGENDA REQUEST FORM

**FOR: Council Meeting of June 17, 2025**

**FROM: Council Member D'Andre Jones**

**ORDINANCE OR RESOLUTION TITLE AND SUBJECT:**

AN ORDINANCE TO ESTABLISH THE CITY OF FAYETTEVILLE RENTERS' COUNCIL THAT WILL REPRESENT THE INTERESTS OF RENTERS LOCATED WITHIN THE CITY OF FAYETTEVILLE, TO ADVISE AND MAKE RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL ON PUBLIC POLICY MATTERS OF IMPORTANCE TO RENTERS CITYWIDE IN CHAPTER 33 OF THE *FAYETTEVILLE CITY CODE*

**APPROVED FOR AGENDA:**

Approved via email — 5/30/25

**Council Member D'Andre Jones** — Date

May 30, 2025

**Kit Williams** — Date

Approved as to form

Not Approved as legal compliant

MAY 30, 2025

**Mayor Molly Rawn** — Date

Acknowledgement

*acknowledging however I do not believe it is yet ~~ready~~ ready for council. I've seen this;

**Williams, Kit**

**From:** D'Andre Jones <dre91732000@gmail.com>
**Sent:** Thursday, May 29, 2025 3:13 PM
**To:** Williams, Kit
**Cc:** Paxton, Kara; makefayettevilleliveable@gmail.com; Rawn, Molly; Barnes, Stacy
**Subject:** Re: Final edits and language tweaks for the Renters Council Ordinance

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.

Yes, please do.

On Thu, May 29, 2025 at 2:55 PM Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

D'Andre,

There are many improper and contradictory to our current *Code of Fayetteville* provisions with this proposed ordinance. I will submit any resolution or ordinance sponsored by a Council Member even I have concluded it contrary to your rules or the Code of Fayetteville and possibly even illegal. However, it will then become my duty to discuss all the issues and problems with your proposal to the City Council.

Do you want me to put this in proper form and enter it into Civic Clerk for the Agenda despite conflict with existing Fayetteville Code sections and possibly other laws and rules?

Kit Williams

Fayetteville City Attorney

479-575-8313

**From:** D'Andre Jones <dre91732000@gmail.com>

**Sent:** Thursday, May 29, 2025 12:11 PM
**To:** Williams, Kit <kwilliams@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>; makefayettevilleliveable@gmail.com
**Subject:** Fwd: Final edits and language tweaks for the Renters Council Ordinance

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.

## Barnes, Stacy

**From:** D'Andre Jones <dre91732000@gmail.com>
**Sent:** Friday, May 30, 2025 11:44 AM
**To:** Barnes, Stacy
**Cc:** Jones, D'Andre; Williams, Kit
**Subject:** Re: Ordinance

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.

That's fine

Best Regards,

**Dr. D'Andre L. Jones, DHA**
**Fayetteville City Council Ward 1 Position 2**
**Leadership is service, not position!**

***"Everybody can be great ... because anybody can serve. You don't have to have a college degree to serve. You don't have to make your subject and verb agree to serve. You only need a heart full of grace. A soul generated by love. Dr. Martin Luther King Jr.***

On Fri, May 30, 2025 at 10:58 AM Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

> Please see that attached Ordinance that I have put in proper form. If this meets your approval, please let me know ASAP so I can put it in Civic Clerk before the deadline today.

Received from Council Member Dr. Jones 6/17/2025 at 8:10 AM

**From:** Spohn, Courtney
**To:** Spohn, Courtney
**Subject:** FW: Amended version of resolution
**Date:** Tuesday, June 17, 2025 12:37:21 PM

---

**From:** D'Andre Jones <dre91732000@gmail.com>
**Date:** June 16, 2025 at 11:39:01 AM CDT
**To:** makefayettevilleliveable@gmail.com
**Subject: Fwd: Amended version of resolution**

Best Regards,

**Dr. D'Andre L. Jones, DHA**
**Fayetteville City Council Ward 1 Position 2**
**Leadership is service, not position!**

***"Everybody can be great … because anybody can serve. You don't have to have a college degree to serve. You don't have to make your subject and verb agree to serve. You only need a heart full of grace. A soul generated by love. Dr. Martin Luther King Jr.***

---------- Forwarded

AN ORDINANCE establishing the City of Fayetteville Renters Council,

representing the interests of renters and those in similarly precarious housing situations located in Fayetteville, to advise and make recommendations to the Mayor and City Council on public policy matters of importance to renters citywide; adding a new Chapter 33.45.

WHEREAS, the City recognizes the fundamental importance of adequate housing as a basic human right and a cornerstone of community well-being; and

WHEREAS, recent data and trends indicate a significant shortage of affordable housing options within the city limits, exacerbating housing insecurity and

homelessness among our residents; and

WHEREAS, in 2023, median income of all age groups in Fayetteville have declined or stagnated in contrast to regional peer cities (City of Fayetteville 2025 Housing Assessment); and WHEREAS, house values have outpaced incomes, with median house values increasing by 275% while median household income increasing by only 64% since 2000, leading to homeownership becoming increasingly unattainable (City Fayetteville 2025 Housing Assessment); and

WHEREAS, more than 60 percent of households in Fayetteville are renter households (City Fayetteville 2025 Housing Assessment); and

WHEREAS, renters in Fayetteville are directly impacted by a wide variety of issues facing the city, such as housing affordability, transportation access, green and other public spaces, land use, renter protections, public health and safety, education, and economic growth; and



WHEREAS, the lack of affordable housing options disproportionately affects low-income individuals, families, seniors, students, and marginalized communities, leading to social and economic disparities within our city; and

WHEREAS, households need to earn at least 120% of median household income or about $30/hour to be able to afford the average rent on a new two-bedroom apartment in Fayetteville (City Fayetteville 2025 Housing Assessment); and

WHEREAS, renters are disproportionately low-income with there being nearly seven times more renter households than owner households with an annual income below $35,000 (68% of median income) (2025 City of Fayetteville Housing Assessment); and

WHEREAS, further emphasis of disproportionate renter poverty is illustrated by how only 17.4% of renter-occupied households have an annual income at or above $75,000 (145% of median income) compared to to 65.8% of owner-occupied households (City of Fayetteville 2025 Housing Assessment); and

WHEREAS, to meet HUD definition of affordable housing (housing costs must be under 30% of household income), 6,400 households (15% of total households) need rent below $500 per month and 8,400 households (20% of total households) need rent below $875 per month, with the number of these households has increase by 16% and 5% respectively from 2022 to 2023 (City of Fayetteville 2025 Housing Assessment); and

WHEREAS, most of the new housing units built in recent years have been outside of the above mentioned affordability ranges and/or accessible only to university students (City of Fayetteville 2025 Housing Assessment); and

WHEREAS, during the past two decades the University of Arkansas has put immense pressure on the rental housing supply as it increased student enrollment (despite continual claims



that enrollment would slow down) from 15,000 students in 2011 to a projected 36,000 by fall 2025 with no current on-campus housing construction and 81% of students finding housing off campus (City of Fayetteville 2025 Housing Assessment); and

WHEREAS, despite the challenges mentioned above, the City Council acknowledges the staff who currently work together in support of increasing the housing supply under the direction of the Mayor and Chief of Staff to identify opportunities for improved public engagement through city growth

master planning processes at the local and regional levels, appropriate infrastructure costs shares, and economic vitality initiatives in the following areas: Development Services, Long Range Planning, Community Resources, Economic Vitality, Public Works, and Water/Sewer Infrastructure; and

WHEREAS, the steps the City has taken to date include but are not limited to the following: • Entered into a 99 year lease of City property with the 7Hills Homeless Center for the Walker Residential Unit for emergency sheltering, providing $337,000 in maintenance funding to that facility, and providing an additional $801,926 in financial assistance to the 7Hills Homeless Day Center for daily services to homeless residents between 2018-2024; • Declared a Housing Crisis and Establishing a Housing Crisis Task Force; • Adopted City Plan 2040, Fayetteville's comprehensive plan. This plan document built upon prior comprehensive plan work and affirmed six goals for an integrated approach to land use in the city limits and planning area. Those six goals are:

1. We Will Make Appropriate Infill and Revitalization Our Highest Priority. 2. We Will Discourage Suburban Sprawl.

3. We Will Make Compact, Complete, and Connected Development the Standard. 4. We Will Grow A Livable Transportation Network.

5. We Will Assemble an Enduring Green Network.

6. We Will Create Opportunities for Attainable Housing.

• Invested $1,000,000 for public infrastructure as a cost share with Partners for Better Housing on the Willow Bend project;

• Administered the Community Development Block Grant (CDBG) program to improve housing, public and community facilities, and provide public services to low-moderate income Fayetteville residents;

• Committed $1,630,000 of American Rescue Plan Act funds for a consortium of partnering organizations to address housing instability in Fayetteville;

• Administered CDBG funding for a housing rehabilitation/repair program for low income residents and seniors as one intervention to both maintain existing housing stock and help prevent residents becoming homelessness;

• Administered the Hearth Program, which has provided $2,576,580 in assistance between 2016-2023 to provide permanent supportive housing and ongoing counseling, life skills training, and advocacy services to formerly homeless individuals and families;

• Established the Community Development and Assistance Programs Advisory Board, whose purpose is to advise the Community Resources Division and the City Council on the community development and public assistance programs mentioned above and whose purpose can be amended to place a specific emphasis on housing issues;

• Established a new partnership with the Excellerate Foundation for the Sheltering Assistance from Extreme Weather (SAFE) Program to distribute $50,000 for both cold weather and warm weather services during 2024;



• Funded and administered a permit-ready building design program which is ready to be implemented that will reduce design costs of residential construction for property owners in a 320 acre program area;

• Provided funds for consideration of infrastructure cost shares to promote appropriate infill in portions of the city, such as the CATO Springs

Development in support of the neuro-diverse SLS Community.

• Adopted the most liberal Accessory Dwelling Unit standards in the State of Arkansas, if not the entire nation;

• Codified the creation of Cluster Housing developments such that up to 12 smaller dwellings rather than the national standard of 7 to 8 units may share parking courts and open space; • Budgeted for the update of our Downtown Strategic Plan with an eye towards the provision of mixed-use developments with greater downtown housing density;

• Initiated the 71B Corridor Rezoning Project, with more than 500 land parcels under consideration, which aims to add housing in all its forms but especially mixed use and multifamily housing, as a use-by-right where it is currently precluded under existing land use regulations, thus providing an unprecedented opportunity for Fayetteville residents to access more housing options, walkable neighborhoods, mass transit, and safety improvements;

• Increased the staff that ensure life safety standards are met while providing for the time sensitive processing of entitlement applications and the review and approval of construction documents by building safety, engineering, planning, inspection, and other development related support staff;



• Participated fully in the regional activities and initiatives of the Northwest Arkansas Council, Groundwork – the NWA Council's Workforce Housing Center, the Northwest Arkansas Regional Planning Commission, the Continuum of Care, and the NWA Urban Land Institute's educational programs, to name a few; and

• Approved the zoning for and entitling the development of 2,700 housing units

completed from the start of 2023 to the end of 2024, exceeding the housing completion goal of 1,000 units per year stated in the 2023 Housing Assessment.

WHEREAS, the City Council acknowledges its responsibility to take further proactive measures to mitigate the housing crisis and ensure that all residents have access to safe, healthy, and affordable housing options; and

WHEREAS, a Renters' Council will further these efforts to offer useful insight and perspective inclusive of diverse renter voices from across the city that otherwise might not be heard at City Hall without such an intentional and proactive effort;

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

**Chapter 33.45 Fayetteville RENTERS Council**

**33.450 Establishment**

There is established a Renters Council for the City of Fayetteville (referred to in Chapter 33.45 as the "council") that shall advise the Mayor and City Council on issues and policies of importance to tenants in residential rental properties and those in similarly precarious housing situations, including the homeless.



**33.451 Definitions**

As used in this Chapter 33.45, "renter" is defined as someone who neither owns nor is family of the owner of their place of residence (unless they have a rental contract/lease with said owner). Accordingly, those homeless, or otherwise without permanent housing, shall be qualified to serve as renters would on the council.

**33.452 Membership**

A. The council shall be composed of 15 members. Appointments should be made to ensure that varied renter perspectives are represented, including those of renters who identify with or are affiliated with organizations that work with historically underrepresented groups, such as low income renters, LGBTQ renters, elderly renters, disabled renters, immigrant renters, renters with criminal records, those paying rent with assistance, those renting public housing and/or publicly subsidized housing, renters who have experienced homelessness, and those who are currently homeless. Appointments shall be made, to the extent possible, so that the council membership is representative of the city geographically. Each member of the council must be a renter or homeless within the City of Fayetteville at the time of their appointment and throughout their term.

B. Members serve without compensation.

**33.453 Appointment and term**

A. Member positions shall be numbered 1 through 15. Individuals shall be appointed to these numbered positions. Members in positions 1 through 2 shall be appointed by the Mayor. Members in positions 3 through 6 shall be appointed by the City Council. Positions 7 through 11 shall be appointed by the Renter's Council. Positions 7 through 8 are students at the University of Arkansas at the time of their appointment and throughout their term. Positions 9



through 10 are recommended to live in publicly owned or subsidized housing (including but not limited to living in public housing or housing regulated by the federal Low-Income Housing Tax Credit, as well as those using housing vouchers) at the time of their appointment and throughout their term. Position 11 is recommended to have experienced prolonged homelessness (6+ months) in the

last 5 years at the time of their appointment. Positions 12 through 15 are recommended by Fayetteville-based renter/housing-focused organizations. The delegation of appointments to Fayetteville-based renter/housing-focused organizations will be decided by the Renter's Council. All appointments are subject to final confirmation by a majority vote of the full City Council.

B. For the initial round of appointments, appointments for the five Renters Council appointments (positions 7 through 11) will be decided once positions 1 through 6 have been appointed.

C. For the initial round of appointments, the delegation of the four appointments to Fayetteville-based renter/housing-focused organizations (positions 12 through 15) may be delegated and appointed once positions 1 through 11 have been appointed.

D. For the initial round of appointments, odd numbered positions will serve one-year terms and even numbered positions will serve two-year terms. After the conclusion of initial terms, all subsequent terms of each position shall be for two years. No members shall serve more than two consecutive terms. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment. If a person is appointed to fill the duration of an unexpired term, then that term shall count as one of the two consecutive terms only if the portion of the unexpired term actually served is at least one year.

**33.454 Duties and ancillary powers**

A. The duties of the council include the following:



1. Provide input and suggestions to the Mayor, City Council, Community Resources Department, Department of Development Services, Economic Development Department, Sustainability Department, Public Works

Department, and other City departments and divisions concerning issues and policies affecting renters, including, but not limited to, housing affordability, transportation access, green and other public spaces,renter protections, public health and safety, education, and economic development;

2. Report on a quarterly basis to the Mayor and the City Council. The reports shall include an annual work plan, a briefing on the council's public involvement process for soliciting community and citizen input in developing their annual work plan, and updates on the work plan;

3. . Meet periodically with other City councils, City departments, the Fayetteville Housing Authority Board of Commissioners, and other community groups and associations, including those representing rental property landlords, to gather information, feedback, and recommendations related to the council's work;

4. . Define metrics for evaluating housing supply, quality, and accessibility; propose the declaration of a housing crisis if inadequate housing supply, quality, and/or accessibility significantly threatens human health and safety at present or within the next two years;



B. The council shall have the power to:

1. By a majority vote, elect one or more council members to serve as Chairperson for a one-year term, and elect one or more members to serve as vice chairperson for a one-year term, who shall serve as chair in the absence of the chairperson; and

2. Adopt rules of procedure to accomplish its functions.

3. Work with a City Council Member to Propose city council

agenda items such as resolutions and ordinances related to renter issues.

**33.455 Meetings**

The Department of Development Services  provide staff support and meeting facilities for the council and maintain its records. The council may also receive staff assistance from other City departments. Staff support will include ongoing training and capacity building of council members.

B. Meetings of the council shall be open to the public and the council shall operate subject to the Arkansas Freedom of Information Act. Meeting notifications, agendas, minutes of proceedings, findings and recommendations, quarterly reports, and other related materials shall be available to the public and posted on the council's website.

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1006

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:**

**FROM:** Steven Dotson, Chief Financial Officer

**SUBJECT:** **Request by the Policemen's Pension and Relief Board of Trustees for approval to consolidate with LOPFI, including a 3% COLA.**

---

**RECOMMENDATION:**
The Administration recommends the City Council approve a request to consolidate the Local Police Pension and Relief Fund with LOPFI, and approve a 3% COLA

**BACKGROUND:**
At the April 17, 2025 board meeting of the Local Policemens Pension and Relief Fund (PPRF), the feasibility of consolidating with the Local Police & Fire Retirement System (LOPFI) was discussed. The Board voted to pay for an actuarial study to be performed by LOPFI (which is a required first step in the process) and to consider consolidation based on that study. That study was completed and discussed at the June 16, 2025 meeting of the Local Police Pension Board. At that meeting, the PPRF Board unanimously voted to request that the Fayetteville City Council (1) approve a consolidation with LOPFI, and (2) requests that the consolidation include a 3% cost of living adjustment (COLA). The actuarial report was conducted based on a 15-year amortization period and LOPFI investment earnings of 7.25%. The actuarial report indicated that if the PPRF consolidation with LOPFI is approved, the current revenues remitted to the City are projected to pay the full costs of the plan, including the 3% COLA with no additional cost to the City.

**DISCUSSION:**
If the Local Police Pension & Relief Fund plan is sent to LOPFI for administration, full irrevocable control of the plan would be assumed by LOPFI. This is a risk since LOPFI may not earn the projected investment earnings which would result in the City having to pay amounts over the current revenue stream being earned by the Local Police Pension & Relief Fund. However, consolidation would guarantee pension benefits to the pension members and administration tasks would be transferred to LOPFI.

Based on the actuarial report, the administration is recommending this consolidation be approved, and include a 3% COLA.

**BUDGET/STAFF IMPACT:**
Based on the actuarial study no additional costs would be incurred in 2025, and projected plan revenues are sufficient to pay current benefits, including a 3% COLA.

**ATTACHMENTS:** 3. Staff Review Form, 4. LOPFI Consolidation Pkt - Signed Resolution, 5. LOPFI Draft

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

**File #:** 2025-1006

**AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE POLICE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI**

**WHEREAS,** the Board of Trustees of the Fayetteville Police Pension and Relief Fund (Local Plan) has elected to have its Local Plan administered by LOPFI as stated by Resolution dated July 15, 2025; and

**WHEREAS**, the Board of Trustees has requested by Resolution that the City of Fayetteville, Arkansas act as its agent henceforth.

**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 acknowledges that if accepted by LOPFI, the administration of the Fayetteville Police Pension and Relief Fund (Local Plan) shall be transferred to LOPFI under authority of Arkansas Code Annotated 24-10-101 et. seq., as amended. Such transfer shall mean the administration of the Local Plan only and not a change in the Local Plan's benefit program unless a benefit increase is formally approved by the City of Fayetteville, Arkansas, by Ordinance. With the passage of this Ordinance, a three percent (3%) compound Cost of Living Adjustment (COLA) shall be added to the benefit program of the Local Plan. This COLA will be awarded each July 1st according to LOPFI guidelines.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to enter into an irrevocable agreement, using a fifteen (15) year amortization schedule, with LOPFI to administer the Local Plan as stated in Section 1 hereof.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby ordains that the provisions of this Ordinance shall be codified into the Code of Ordinances of Fayetteville, Arkansas and the sections thereof may be re-lettered as necessary to accomplish such intention.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby consolidates administration of the Local Plan with LOPFI, an emergency is hereby declared to exist, and this Ordinance shall be in full force from and after the date of its passage and approval.

**City of Fayetteville Staff Review Form**

**2025-1006**

**Item ID**

**7/15/2025**

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

| Steve Dotson | 6/25/2025 | CHIEF FINANCIAL OFFICER (110) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

The Administration recommends the City Council approve a request to consolidate the Local Police Pension and Relief Fund with LOPFI, including a 3% COLA

## 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:**

**LOPFI**

**LOCAL POLICE & FIRE RETIREMENT SYSTEM**

620 W. 3rd, Suite 200
Little Rock, Arkansas 72201-2223
Telephone: 501.682.1745
email: info@lopfi-prb.com
website: www.lopfi-prb.com

May 22, 2025

Board of Trustees
Fayetteville Police Pension Fund
113 W. Mountain
Fayetteville, AR 72701

Via: UPS Overnight Service

Dear Trustees:

Enclosed is the consolidation report that lists the employer contribution rates to assign administration of the local police pension fund (Local Plan) to LOPFI. Pages 4-9 provide the employer rates for Local Plan benefits. The listed monthly rates are:

- A 15-year amortization schedule results in a monthly rate of: $39,165 without a Local Plan COLA *or* $66,231 with a Local Plan COLA.

The above rates do NOT include employer contributions for the LOPFI-covered participants. Budget planners would need to factor in the applicable LOPFI rates to arrive at a total amount for both LOPFI and Local Plan employer contribution costs. If the Local Plan has its administration assigned to LOPFI this year the above employer contribution rates will be used through the 2026 calendar year.

As noted above the valuation provides costs for a 15-year amortization period for the Local Plan liabilities. Once the amortization period is properly completed (all actuarial assumptions are met), the Local Plan portion of the employer contribution rate will be satisfied. This will then leave only the ongoing LOPFI employer contribution costs. Notice, too, that this report is valid until October 31, 2025. This means LOPFI must receive all documents discussed in the next paragraph by October 31, 2025 in order to use these results.

Should your Board and city officials wish to proceed with consolidation, please execute the Resolution, Ordinance, and the *original* Administrative Services Agreement. Do not alter or replace the Agreement as the original must be received by LOPFI. A copy will be returned to you after approval of the LOPFI Board of Trustees.

If you have questions, please feel free to contact Lesley Weaver or Jen Sines.

Respectfully,

David B. Clark
Executive Director

800.521.0498 | P: 248.799.9000 | www.grsconsulting.com

May 22, 2025

Mr. David B. Clark, Executive Director
Arkansas Local Police and Fire Retirement System
620 West 3rd, Suite 200
Little Rock, Arkansas 72201-2212

**Re: Actuarial Analysis of Proposed Contribution Rates for the Fayetteville Police Pension and Relief Fund**

Dear Mr. Clark:

As requested, enclosed are the results of actuarial valuations which determine the employer contribution rates which would result from having the Fayetteville Police Pension and Relief Fund administered by the Arkansas Local Police and Fire Retirement System (LOPFI).

Please call if you have any questions or comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company

Heidi G. Barry, ASA, FCA, MAAA

Casey T. Ahlbrandt-Rains, ASA, FCA, MAAA

HGB/CTA:ah
Enclosure

# Arkansas Local Police and Fire Retirement System
# Fayetteville Police Pension and Relief Fund
# Actuarial Valuation of Proposals Under Consideration
# as of December 31, 2024

| | |
|---|---|
| **Requested By:** | Mr. David B. Clark, Executive Director<br>Arkansas Local Police and Fire Retirement System |
| **Date:** | May 22, 2025 |
| **Submitted By:** | Heidi G. Barry, ASA, FCA, MAAA and<br>Casey T. Ahlbrandt-Rains, ASA, FCA, MAAA<br>Gabriel, Roeder, Smith & Company |

Submitted in this report are the results of actuarial valuations which determine the employer contribution rates which would result from having the Fayetteville Police "closed plan" (the Local Pension and Relief Fund) administered by the Arkansas Local Police and Fire Retirement System (LOPFI).

The date of the study was as of December 31, 2024. This supplemental valuation does not predict the result of the December 31, 2025 valuation or of any other future actuarial valuations. (Future activities can affect future valuation results in an unpredictable manner.) Rather, the supplemental valuation gives an indication of the probable effect of the proposed changes on future valuations without comment on the complete end result of the future valuations.

**In accordance with LOPFI Board policy, the employer contribution rates established by this valuation report are valid for purposes of joining the System until October 31, 2025.**

This report is intended to describe the financial effect of the proposed plan changes. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them. GRS is not responsible for unauthorized use of this report.

Heidi G. Barry and Casey T. Ahlbrandt-Rains are Members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries required to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based upon present and proposed plan provisions that are outlined in the report. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the authors of this report prior to relying on information in the report.

This report was prepared using our proprietary valuation model and related software which, in our professional judgment, has the capability to provide results that are consistent with the purposes of the valuation, and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

If you have reason to believe that the information provided in this report is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the authors of the report prior to making such decision.

In the event that more than one plan change is being considered, it is very important to remember that the results of separate actuarial valuations cannot generally be added together to produce a correct estimate of the combined effect of all of the changes. The total can be considerably greater than the sum of the parts due to the interaction of various plan provisions with each other, and with the assumptions that must be used.

# Arkansas Local Police and Fire Retirement System
# Fayetteville Police Pension and Relief Fund
# as of December 31, 2024

The actuarial methods and assumptions were the same as those in use for the regular valuation as of December 31, 2024. In particular, the economic assumption used in the supplemental actuarial valuation is net investment return of 7.25% per year.

Member information is summarized in the following table:

| | December 31, 2024 Valuation Data* |
|---|---|
| **Members:** | |
| Retired Lives: | |
| Number | 36 |
| Average Age | 74.7 years |
| Total Monthly Benefits | $104,474 |

** Three duplicates stemming from QDRO and Age-60 bonus records are not included in the number count and average age amounts shown above.*

**Major Local Fund Benefit Provisions:**

***Voluntary Retirement*** – Eligibility at 20 years of service regardless of age.

Paid base benefit: 95% of Final Salary per year (minimum $4,200 annually).

***Member Contributions*** – Member contribution rate of 6% for Paid members. Member contributions are refundable without interest if termination of employment occurs before monthly benefits are payable.

***Automatic Post-Retirement Benefit Increases*** – None.

***Death Benefit*** – Funeral expense benefit of $6,500.

## Results

**Asset Information:**

Asset information for the Fayetteville Police Pension and Relief Fund was derived from the Fund's annual financial report provided to us. The date of the report was December 31, 2024. The reported market value of assets $6,722,837 for the Local Fund, as of December 31, 2024, was used in computing the employer contribution rates. The computed employer contribution rates are sensitive to changes in overall asset value. The actual amount transferred to LOPFI will depend on the market value of Local Fund assets when they are actually liquidated and may differ substantially from the value as of December 31, 2024. This will likely impact the actual rate computed in the next valuation of the combined plans.

**Results:**

| | No COLA | 3% COLA |
|---|---|---|
| **Actuarial Accrued Liabilities (AAL)** | | |
| Active Members | $ - | $ - |
| Benefit Recipients | 11,245,502 | 14,371,020 |
| Total AAL | $ 11,245,502 | $ 14,371,020 |
| **Assets** | | |
| Available to Fund AAL | $ 6,722,837 | $ 6,722,837 |
| Member DROP Balance | - | - |
| Total Assets | $ 6,722,837 | $ 6,722,837 |
| **Unfunded AAL** | $ 4,522,665 | $ 7,648,183 |

## Results

If the Local Fund becomes administered by LOPFI, the monthly employer contribution for calendar years 2025 and 2026 would be as follows:

| COLA | Computed Monthly Employer Contribution (15-Year Level-Dollar Amortization) |
|---|---|
| 0.00% | $39,165 |
| 3.00% | $66,231 |

These monthly contributions are in addition to the contribution determined for LOPFI members only. These are the estimated contributions needed to pay off the unfunded accrued liability associated with Closed Plan benefits and would be deposited in the Local Fund Employer Accumulation Account.

In 2024, the Plan received a total of $1,317,890 from State Insurance Premium Tax, Local Millage Tax, fines and forfeitures, and other allocations. It is expected that similar future inflows will partially or fully offset future employer contributions.

Contributions are determined by amortizing the unfunded liability as a level-dollar amount over a closed 15-year period. Readers of this report may have an expectation that the contribution shown above will be paid for 15 years and the employer will be relieved of all liability at that time. That is not the case; as long as benefits are payable, there is a possibility that employer contributions will be needed.

# Arkansas Local Police and Fire Retirement System
# Fayetteville Police Pension and Relief Fund
# as of December 31, 2024

## 15-Year Level-Dollar Amortization of UAL, No COLA
## Projected Cash Flow

| Year Ended December 31 | Projected Benefits | Projected Contributions[1] | Projected Investment Earnings | Projected Assets (MV)[2] |
|---|---|---|---|---|
| 2024 | | | | $ 6,722,837 |
| 2025 | $ 1,240,200 | $ 469,980 | $ 459,974 | 6,412,591 |
| 2026 | 1,211,417 | 469,980 | 438,506 | 6,109,661 |
| 2027 | 1,180,947 | 469,980 | 417,629 | 5,816,323 |
| 2028 | 1,148,891 | 469,980 | 397,504 | 5,534,916 |
| 2029 | 1,115,359 | 469,980 | 378,296 | 5,267,833 |
| 2030 | 1,080,464 | 469,980 | 360,175 | 5,017,525 |
| 2031 | 1,044,323 | 469,980 | 343,315 | 4,786,497 |
| 2032 | 1,007,042 | 469,980 | 327,893 | 4,577,329 |
| 2033 | 968,740 | 469,980 | 314,093 | 4,392,662 |
| 2034 | 929,535 | 469,980 | 302,101 | 4,235,208 |
| 2035 | 889,552 | 469,980 | 292,109 | 4,107,746 |
| 2036 | 848,918 | 469,980 | 284,315 | 4,013,124 |
| 2037 | 807,760 | 469,980 | 278,921 | 3,954,266 |
| 2038 | 766,213 | 469,980 | 276,134 | 3,934,167 |
| 2039 | 724,415 | 469,980 | 276,165 | 3,955,898 |
| 2040 | 682,512 | 469,980 | 279,233 | 4,022,599 |
| 2041 | 640,649 | - | 268,821 | 3,650,771 |
| 2042 | 598,955 | - | 243,349 | 3,295,165 |
| 2043 | 557,555 | - | 219,042 | 2,956,652 |
| 2044 | 516,556 | - | 195,960 | 2,636,056 |
| 2045 | 476,063 | - | 174,159 | 2,334,151 |
| 2046 | 436,185 | - | 153,691 | 2,051,657 |
| 2047 | 397,048 | - | 134,604 | 1,789,213 |
| 2048 | 358,824 | - | 116,938 | 1,547,327 |
| 2049 | 321,736 | - | 100,722 | 1,326,314 |
| 2050 | 286,044 | - | 85,970 | 1,126,240 |
| 2051 | 252,024 | - | 72,676 | 946,892 |
| 2052 | 219,930 | - | 60,817 | 787,779 |
| 2053 | 189,964 | - | 50,348 | 648,163 |
| 2054 | 162,293 | - | 41,212 | 527,082 |
| 2055 | 137,042 | - | 33,333 | 423,372 |
| 2056 | 114,300 | - | 26,624 | 335,696 |
| 2057 | 94,101 | - | 20,986 | 262,581 |
| 2058 | 76,416 | - | 16,316 | 202,481 |
| 2059 | 61,166 | - | 12,501 | 153,816 |
| 2060 | 48,224 | - | 9,434 | 115,026 |
| 2061 | 37,425 | - | 7,006 | 84,608 |
| 2062 | 28,570 | - | 5,117 | 61,154 |
| 2063 | 21,434 | - | 3,670 | 43,391 |
| 2064 | 15,785 | - | 2,584 | 30,189 |
| 2065 | 11,399 | - | 1,783 | 20,573 |
| 2066 | 8,060 | - | 1,204 | 13,718 |
| 2067 | 5,574 | - | 796 | 8,940 |
| 2068 | 3,764 | - | 514 | 5,690 |
| 2069 | 2,480 | - | 324 | 3,534 |

## 15-Year Level-Dollar Amortization of UAL, No COLA
## Projected Cash Flow
## (Concluded)

| Year Ended December 31 | Projected Benefits | Projected Contributions[1] | Projected Investment Earnings | Projected Assets (MV)[2] |
|---|---|---|---|---|
| 2070 | $ 1,594 | $ - | $ 199 | $ 2,139 |
| 2071 | 997 | - | 120 | 1,262 |
| 2072 | 607 | - | 70 | 725 |
| 2073 | 359 | - | 40 | 405 |
| 2074 | 207 | - | 22 | 220 |
| 2075 | 115 | - | 12 | 117 |
| 2076 | 63 | - | 6 | 61 |
| 2077 | 33 | - | 3 | 31 |
| 2078 | 17 | - | 2 | 15 |
| 2079 | 9 | - | 1 | 7 |
| 2080 | 4 | - | - | 4 |
| 2081 | 2 | - | - | 2 |
| 2082 | 1 | - | - | 1 |
| 2083 | 1 | - | - | - |
| 2084 | - | - | - | - |

[1] *Local Plan contributions only; $39,165 monthly in addition to the LOPFI rate (based on level-dollar 15-year amortization). The first-year contribution assumes that the City will be under LOPFI administration beginning in 2025. The last year contribution, based on a 15-year amortization schedule, would be applied in 2040.*

[2] *Reported market value of assets. Assets are projected at the assumed rate of return of 7.25% per year.*

Note: The actual future contributions for this group are affected by investment return, number of members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

# Arkansas Local Police and Fire Retirement System
# Fayetteville Police Pension and Relief Fund
# as of December 31, 2024

## 15-Year Level-Dollar Amortization of UAL, 3% COLA
## Projected Cash Flow

| Year Ended December 31 | Projected Benefits | Projected Contributions[1] | Projected Investment Earnings | Projected Assets (MV)[2] |
|---|---|---|---|---|
| 2024 | | | | $ 6,722,837 |
| 2025 | $ 1,258,804 | $ 794,774 | $ 470,879 | 6,729,686 |
| 2026 | 1,266,476 | 794,774 | 471,102 | 6,729,086 |
| 2027 | 1,271,660 | 794,774 | 470,874 | 6,723,074 |
| 2028 | 1,274,257 | 794,774 | 470,346 | 6,713,937 |
| 2029 | 1,274,177 | 794,774 | 469,686 | 6,704,221 |
| 2030 | 1,271,343 | 794,774 | 469,083 | 6,696,734 |
| 2031 | 1,265,680 | 794,774 | 468,742 | 6,694,570 |
| 2032 | 1,257,113 | 794,774 | 468,890 | 6,701,121 |
| 2033 | 1,245,578 | 794,774 | 469,776 | 6,720,092 |
| 2034 | 1,231,024 | 794,774 | 471,669 | 6,755,512 |
| 2035 | 1,213,416 | 794,774 | 474,864 | 6,811,734 |
| 2036 | 1,192,727 | 794,774 | 479,677 | 6,893,459 |
| 2037 | 1,168,948 | 794,774 | 486,449 | 7,005,734 |
| 2038 | 1,142,087 | 794,774 | 495,546 | 7,153,967 |
| 2039 | 1,112,178 | 794,774 | 507,358 | 7,343,921 |
| 2040 | 1,079,282 | 794,774 | 522,301 | 7,581,715 |
| 2041 | 1,043,474 | - | 512,510 | 7,050,751 |
| 2042 | 1,004,831 | - | 475,392 | 6,521,311 |
| 2043 | 963,438 | - | 438,482 | 5,996,355 |
| 2044 | 919,372 | - | 401,992 | 5,478,975 |
| 2045 | 872,721 | - | 366,143 | 4,972,397 |
| 2046 | 823,602 | - | 331,166 | 4,479,960 |
| 2047 | 772,195 | - | 297,295 | 4,005,060 |
| 2048 | 718,794 | - | 264,766 | 3,551,032 |
| 2049 | 663,834 | - | 233,807 | 3,121,005 |
| 2050 | 607,896 | - | 204,622 | 2,717,732 |
| 2051 | 551,667 | - | 177,387 | 2,343,452 |
| 2052 | 495,857 | - | 152,240 | 1,999,835 |
| 2053 | 441,143 | - | 129,276 | 1,687,968 |
| 2054 | 388,189 | - | 108,552 | 1,408,331 |
| 2055 | 337,627 | - | 90,079 | 1,160,784 |
| 2056 | 290,047 | - | 73,827 | 944,563 |
| 2057 | 245,952 | - | 59,721 | 758,332 |
| 2058 | 205,719 | - | 47,652 | 600,266 |
| 2059 | 169,606 | - | 37,479 | 468,138 |
| 2060 | 137,731 | - | 29,035 | 359,442 |
| 2061 | 110,096 | - | 22,138 | 271,484 |
| 2062 | 86,568 | - | 16,599 | 201,516 |
| 2063 | 66,892 | - | 12,227 | 146,851 |
| 2064 | 50,744 | - | 8,839 | 104,946 |
| 2065 | 37,742 | - | 6,264 | 73,469 |
| 2066 | 27,487 | - | 4,348 | 50,329 |
| 2067 | 19,578 | - | 2,952 | 33,703 |
| 2068 | 13,619 | - | 1,958 | 22,042 |
| 2069 | 9,243 | - | 1,269 | 14,068 |
| 2070 | 6,116 | - | 802 | 8,754 |
| 2071 | 3,940 | - | 494 | 5,309 |

## 15-Year Level-Dollar Amortization of UAL, 3% COLA
## Projected Cash Flow
## (Concluded)

| Year Ended December 31 | Projected Benefits | Contributions[1] | Investment Earnings | Assets (MV)[2] |
|---|---|---|---|---|
| 2072 | $ 2,470 | $ - | $ 297 | $ 3,136 |
| 2073 | 1,506 | - | 174 | 1,803 |
| 2074 | 891 | - | 99 | 1,011 |
| 2075 | 512 | - | 55 | 555 |
| 2076 | 287 | - | 30 | 298 |
| 2077 | 157 | - | 16 | 156 |
| 2078 | 84 | - | 8 | 81 |
| 2079 | 44 | - | 4 | 41 |
| 2080 | 23 | - | 2 | 20 |
| 2081 | 12 | - | 1 | 9 |
| 2082 | 6 | - | - | 4 |
| 2083 | 3 | - | - | 1 |
| 2084 | 1 | - | - | - |
| 2085 | - | - | - | - |

*[1] Local Plan contributions only; $66,231 monthly in addition to the LOPFI rate (based on level-dollar 15-year amortization). The first-year contribution assumes that the City will be under LOPFI administration beginning in 2025. The last year contribution, based on a 15-year amortization schedule, would be applied in 2040.*

*[2] Reported market value of assets. Assets are projected at the assumed rate of return of 7.25% per year.*

Note: The actual future contributions for this group are affected by investment return, number of members and life expectancy. This projection does not show the effect on future employer contributions of differences between actual and assumed future experience. These differences can have a significant effect on these results.

Resolution to Assign Local Plan Administration to LOPFI

Whereas, the Board of Trustees (the Board) of the FAYETTEVILLE POLICE Pension and Relief Fund (Local Plan), desires to assign administration of the Local Plan to the Arkansas Local Police and Fire Retirement System (LOPFI) pursuant to Arkansas Code Annotated 24-10-101, et. seq., as amended; and

Whereas, such action shall not change the benefit structure unless a benefit increase is formally approved by the governing body of FAYETTEVILLE, Arkansas, by Ordinance; and

Whereas, the Board received and reviewed the latest actuarial report from LOPFI, which states the initial required employer contribution rate(s); and

Whereas, the Board finds it is in the best interest of the Local Plan and its participants to have LOPFI administer the Local Plan; therefore,

BE IT RESOLVED, the Board hereby elects to assign administration of the Local Plan to LOPFI.

BE IT FURTHER RESOLVED the Board requests the CITY OF FAYETTEVILLE, a political subdivision of the State of Arkansas, to act as its agent henceforth.

BE IT FURTHER RESOLVED the Board understands any agreement to administer the Local Plan by LOPFI shall be entered into by and with the governing body of FAYETTEVILLE, Arkansas, as the Board's agent, and that such agreement shall dissolve said Board.

CERTIFICATION

We certify this Resolution accurately states the action of said Board. Approved this 16 day of June, 2025.

Chair Mayor Molly Rawson

Sec/Treasurer Kara Paxton, City Clerk Treasurer

Member Eldon R. Roberts

Member M. W. Lawley

Member Ruston L. Cole

Member Rick Hoyt

Member John R. B[illegible]

LOPFI

# ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (Agreement) is entered into by and between the ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) and the CITY OF FAYETTEVILLE for the benefit of its POLICE Pension and Relief Fund (Local Plan).

## PARTIES

The City of FAYETTEVILLE, a political subdivision, currently has and administers a Local Plan.

LOPFI is an agency created by statute (Arkansas Code Annotated 24-10-101, et. seq., as amended) for the purpose of providing a statewide retirement system with pooled administration.

The Mayor and City Council of FAYETTEVILLE desire to enter into an irrevocable Agreement with LOPFI to administer its Local Plan and in consideration of the mutual obligations hereinafter enumerated the parties agree to all of the following:

1. This Agreement is made pursuant to the authority of A.C.A. 24-10-101, et. seq., as amended.

2. This Agreement shall be effective and permanent upon the executed date entered on page two of this Agreement.

3. This Agreement is for the administration of the Local Plan and its benefit structure shall not change unless a benefit increase is formally approved by the City of FAYETTEVILLE by Ordinance.

4. The actuaries for LOPFI have computed the initial employer contribution rate(s) to be paid by the City of FAYETTEVILLE to support the benefits paid by the Local Plan. The City of FAYETTEVILLE agrees to always remit payment at the level established by the actuaries for LOPFI and in the monthly timeframe set by LOPFI.

5. Benefits and any member refunds shall be paid effective the first business day of each month and in accordance with LOPFI procedures and guidelines.

6. LOPFI covenants and agrees to provide the following services:
   a. investment of Local Plan assets and the award of annual interest to the employer reserve account at the end of each fiscal year consistent with the interest awarded to other LOPFI employer accounts;
   b. process retirement applications including determination of eligibility, calculation of service credit and benefit payment amounts, payment of benefits to eligible benefit recipients, and satisfaction of state and federal tax withholding requirements, all in accordance with LOPFI procedures and guidelines; and

LOPFI



7. The City of FAYETTEVILLE covenants and agrees as follows:
   a. upon execution of this Agreement all Local Plan assets and records shall be promptly transferred to LOPFI. In the sole discretion of LOPFI certain investments may be allowed to mature to avoid penalties;
   b. all employer and applicable employee contributions shall be remitted to LOPFI in time to be recorded by the tenth ($10^{th}$) calendar day of each month for each reporting period. Remittance shall be made in the manner and amounts prescribed by LOPFI, which shall include the use of LOPFI's electronic reporting and LOPFI's e-Payment;
   c. the City of FAYETTEVILLE shall execute all documents required by LOPFI to aid in the administrative process;
   d. all members and beneficiaries of the Local Plan have been deemed eligible pursuant to the standards prevailing at the time of the determination of eligibility. The parties agree that LOPFI is bound by any determination of eligibility or ineligibility made by the board of trustees of the Local Plan as long as such determination(s) conform to state law. The Local Plan and the City of FAYETTEVILLE indemnify and hold LOPFI harmless for any eligibility decisions made by the Local Plan.
   e. the City of FAYETTEVILLE has disclosed to LOPFI all pending claims, actions, suits, and threatened liabilities to the Local Plan.

8. FAYETTEVILLE Police Pension and Relief Fund board of trustees' Resolution dated _____, 2025, and Ordinance No. _____, dated _____, 2025, of the City of FAYETTEVILLE, are incorporated by reference herein as though set forth word for word.

This irrevocable Agreement is executed this ___ day of _____, 2025.

CITY OF FAYETTEVILLE, ARKANSAS

BY:_____
Mayor Molly Rawn

ATTEST:_____
City Clerk Treasurer Kara Paxton

---

LOPFI BOARD OF TRUSTEES

BY:_____
LOPFI Board Chairman

ATTEST:_____

ORDINANCE NO._____

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE POLICE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI.

WHEREAS, the Board of Trustees of the FAYETTEVILLE Police Pension and Relief Fund (Local Plan) has elected to have its Local Plan administered by LOPFI as stated by Resolution dated _____, 2025, and that

WHEREAS, the Board of Trustees has requested by Resolution that the City of FAYETTEVILLE, Arkansas, act as its agent henceforth.

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

SECTION 1. If accepted by LOPFI, the administration of the FAYETTEVILLE Police Pension and Relief Fund (Local Plan) shall be transferred to LOPFI under authority of Arkansas Code Annotated 24-10-101 et. seq., as amended. Such transfer shall mean the administration of the Local Plan only and not a change in the Local Plan's benefit program unless a benefit increase is formally approved by the City of FAYETTEVILLE, Arkansas, by Ordinance.

SECTION 2. The Mayor is hereby authorized to enter into an irrevocable agreement, using a fifteen (15) year amortization schedule, with LOPFI to administer the Local Plan as stated in Section 1 hereof.

SECTION 3. It is the intent of the City Council and it is hereby ordained that the provisions of this Ordinance shall be codified into the Code of Ordinances of FAYETTEVILLE, Arkansas and the sections thereof may be re-numbered and re-lettered as necessary to accomplish such intention.

SECTION 4. Due to the need to consolidate administration of the Local Plan with LOPFI, an emergency is hereby declared to exist and this Ordinance shall be in full force from and after the date of its passage and approval.

PASSED:_____
Date

APPROVED:_____
Mayor

ATTEST:_____
Witness

ORDINANCE NO._____

AN ORDINANCE TRANSFERRING ADMINISTRATION OF RETIREMENT COVERAGE FOR ELIGIBLE MEMBERS OF THE FAYETTEVILLE POLICE PENSION AND RELIEF FUND TO THE ARKANSAS LOCAL POLICE AND FIRE RETIREMENT SYSTEM (LOPFI) AND AUTHORIZING THE MAYOR TO ENTER INTO AN IRREVOCABLE AGREEMENT WITH LOPFI.

WHEREAS, the Board of Trustees of the FAYETTEVILLE Police Pension and Relief Fund (Local Plan) has elected to have its Local Plan administered by LOPFI as stated by Resolution dated _____, 2025, and that

WHEREAS, the Board of Trustees has requested by Resolution that the City of FAYETTEVILLE, Arkansas, act as its agent henceforth.

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

SECTION 1. If accepted by LOPFI, the administration of the FAYETTEVILLE Police Pension and Relief Fund (Local Plan) shall be transferred to LOPFI under authority of Arkansas Code Annotated 24-10-101 et. seq., as amended. Such transfer shall mean the administration of the Local Plan only and not a change in the Local Plan's benefit program unless a benefit increase is formally approved by the City of FAYETTEVILLE, Arkansas, by Ordinance. With the passage of this Ordinance, a three percent (3%) compound Cost of Living Adjustment (COLA) shall be added to the benefit program of the Local Plan. This COLA will be awarded each July 1st according to LOPFI guidelines.

SECTION 2. The Mayor is hereby authorized to enter into an irrevocable agreement, using a fifteen (15) year amortization schedule, with LOPFI to administer the Local Plan as stated in Section 1 hereof.

SECTION 3. It is the intent of the City Council and it is hereby ordained that the provisions of this Ordinance shall be codified into the Code of Ordinances of FAYETTEVILLE, Arkansas and the sections thereof may be re-numbered and re-lettered as necessary to accomplish such intention.

SECTION 4. Due to the need to consolidate administration of the Local Plan with LOPFI, an emergency is hereby declared to exist and this Ordinance shall be in full force from and after the date of its passage and approval.

PASSED:_____
Date

APPROVED:_____
Mayor

ATTEST:_____
Witness

# LOCAL PENSION FUND REPORT For 2024

In keeping with statutory requirements, I am presenting this report for 2024 on the Local Police and Fire Retirement and Relief Funds for the City of Fayetteville. Both of these plans were closed, by law, in 1983 and there are no longer any active working members remaining.

On August 15,2023 the City Council voted to consolidate the Local Fire Retirement and Relief Fund with LOPFI based on a request from the Local Fire Pension Board of Trustees and recommendation of the City Administration. That plan is now being administered by LOPFI and is actuarially sound. Therefore, this report will focus on the Local Police Retirement and Relief Fund.

At the end of December 2024 projected expenses from the Local Police Pension Fund will be approximately $1.4 million as compared to fund revenues of $1.5 million. This is before adjusting investments to current market value. At this time, there are 36 police retirees and beneficiaries currently receiving payments from this fund.

Actuarial evaluations are the responsibility of the State of Arkansas Fire and Police Pension Review Board. The last evaluations completed were as of May 2024 for the year ending December 31, 2023. Based on those evaluations the total pension liability of the Police Local Pension Fund was $14.4 million. The net pension liabilities for this fund were approximately $8.3 million. In the annual reports issued by the Arkansas Pension Review Board the Police Pension Fund was not considered actuarially sound pursuant to established financial tests. Key valuation indicators were mixed, but current assets and projected income was estimated to be enough to pay promised future benefits at this time. However, that could change based on future actuarial valuations which are currently done on a yearly basis.

The Local Police Pension Board of Trustees did not request consolidation with LOPFI in 2024.

I will continue to monitor this pension fund in the future and keep you apprised of any new developments if necessary.

# LOPFI

**LOCAL POLICE & FIRE RETIREMENT SYSTEM**

620 W. 3rd Street, Suite 200
Little Rock, Arkansas 72201-2223
Telephone: 501.682.1745
email: info@lopfi-prb.com
website: www.lopfi-prb.com

To: Fayetteville Local Police Pension Plan
Board of Trustees and All Benefit Recipients

From: Local Police and Fire Retirement System (LOPFI)

Re: Consolidation of the Local Plan

Date: 2025-Year

Your Local Plan can legally assign its administration (consolidate) to LOPFI. Consolidation[1] means LOPFI serves as the administrator of the Local Plan. Legal benefits can only change if the municipality approves a benefit increase such as the addition of a three percent (3%) compound cost of living adjustment (COLA) for the Local Plan.

As of January 1, 2025, LOPFI administers benefits and invests the assets for 255 consolidated Local Plans. One aspect that guides Local Plans to pursue consolidation is investment performance. Investment returns for your Local Plan and LOPFI for the following periods were:

| | December 31, 2023 | 10-Year Return |
|---|---|---|
| Fayetteville Local Police Plan | 11.80% | 5.66% |
| LOPFI | 15.90% | 7.19% |

Achieving improved investment returns helps protect the benefits of all Local Plan participants, which makes safeguarding assets a prime responsibility of each person serving on the Local Plan board of trustees. These facts support consolidating your Local Plan. The initial step is to request an actuarial valuation[2] to determine the first year's employer contribution rate to fund Local Plan benefits. The valuation provides an employer contribution rate to implement a 3% compound COLA for the Local Plan and a rate without a COLA. The valuation fee is $850, and the check for this fee is to be payable to Gabriel, Roeder, Smith, & Co. and mailed to LOPFI. The valuation process takes about four (4) weeks to complete and will begin after the request and payment are received by LOPFI. LOPFI will send the completed valuation to the Local Plan along with guidance for the next steps to proceed with consolidation.

Please contact Jen Sines or Lesley Weaver with questions about consolidation.

[1]Consolidation is mandatory once a Local Plan has fewer than five members. "Member" does not include beneficiaries. Because mandatory consolidation stipulates that a Local Plan board of trustees may no longer exist, consolidation must begin without delay once there are fewer than five members.

[2]LOPFI accepts consolidation valuation requests from April 1st through September 30th of each year.

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1132

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Keith Macedo, Chief of Staff

**FROM:** Peter Nierengarten, Environmental Director

**SUBJECT:** **Recycling and Trash Division 2025 Rate Study Adoption**

---

**RECOMMENDATION:**
Staff recommends approval of a resolution adopting the 2025 Recycling and Trash Collection Rate Study prepared by Raftelis Consulting, pursuant to RFP 24-08.

**BACKGROUND:**
The City of Fayetteville Recycling and Trash Collections Division (RTC) provides solid waste and recycling collection services to City residents and businesses. All materials are delivered to the City-owned and RTC-operated transfer and recycling center. The City has the exclusive rights to solid waste and recyclables generated within the City limits, but franchises to private haulers to provide some roll-off services. RTC operates through an enterprise fund with revenues derived from fees levied for trash collection, recycling and compost revenues, and container sales and leases. In 2024, RTC operations had a cost of $17,380,544 and revenue generation of $17,187,599.

The City has operated a Pay-As-You-Throw residential trash collection program since 2003. Residents can choose from three trash cart sizes and pay less for smaller cart sizes. Recyclables are collected curbside in 18-gallon bins and manually sorted at the curb into multiple compartment trucks. This service is available to mostly single-family residential developments and some small commercial businesses. The City services a few multifamily residential developments with large, partitioned recycling roll-off containers at the largest apartment complexes with >100 units. However, the majority of the approximately 21,000 multifamily units are not able to receive recycling services due to limitations of the City's current programs. Developing an on-site recycling program to service these households is critical to being able to increase the community's waste diversion rate, which has remained stuck at 20% for over a decade. The City also operates two recycling drop-off centers and five food waste drop-offs where residents can bring recyclables and organics. In 2024, the City processed 6,423 tons of materials (cardboard, mixed paper, aluminum cans, steel cans, 1 and #2 plastic bottles and glass). Additionally, the City collected 8,672 tons of food and yard waste for composting.

The City's current recycling programs include the following services offered to residents and businesses:

- *Curb Sort Recycling* – This program primarily serves single-family housing units and RTC staff sort the 7 permitted materials by hand at the curb. This program currently accounts for 43% of the RTC's recycling collections and has a low contamination rate of ~1%. However, compared to other community curbside recycling programs, it has a low participation rate of between 30-40%.
- *Apartment Recycling* - This Program serves large apartment complexes that have adequate parking

space for a large “battleship” container. RTC currently has 10 containers in apartment complexes. Residents sort recyclables and dispose of them in the appropriate container. This program has a higher rate of contamination (12%) and it accounts for ~1% of the total recyclable materials collected by RTC.
- *Commercial Recycling* - Commercial customers can recycle glass, paper and cardboard. This program sees moderate levels of contamination and accounts for 37% of the overall recyclables collected by RTC.
- *Recycling Drop-offs* are available at two locations and account for 19% of overall collections.

**2025 Recycling and Trash Collection Rate Study:** In August 2024, the City contracted with Raftelis Financial Consultants to conduct a Recycling and Trash Collection Rate Study (Study) which includes a ten-year financial plan and a proposed five-year rate schedule of solid waste rates.

In recent years, inflation has significantly increased, impacting existing operating and infrastructure costs. Factors such as rising fuel prices, increases in labor expenses, collection, and disposal costs have necessitated reassessing the revenue sufficiency of the Division. The City’s last solid waste rate study occurred in Fiscal Year 2018 with recommendations through Fiscal Year 2023. It is important to note that while the City has a Consumer Price Index (CPI) escalation, that rate has not kept pace with inflation and the costs of changing operations. Increasing operational costs are primarily driven by labor costs, employee turnover, and injury costs.

**DISCUSSION:**
The study evaluated three recycling operational scenarios in addition to their current recycling operations for rate-setting purposes. The proposed operational changes were evaluated based on their potential to enhance overall program performance, safety, and long-term fiscal sustainability, relative to their financial impact on the system.

1. Status Quo: Current Curb-sort Recycling
2. Scenario 1: Dual Stream Cart-based Recycling
3. Scenario 2: All-in-one Cart-based Recycling - Weekly
4. Scenario 3: All-in-one Cart-based Recycling – Every Other Week

**BUDGET/STAFF IMPACT:**
N/A

**ATTACHMENTS:** 3. Staff Review Form, 4. Fayetteville_SW_Report_Draft 2_With Appendices, 5. Fayetteville Solid Waste - Presentation

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

**File #:** 2025-1132

**A RESOLUTION TO ACCEPT AND ADOPT THE 2025 RECYCLING AND TRASH COLLECTION RATE STUDY**

**WHEREAS,** on August 20, 2024, the City passed Resolution 213-24 authorizing a contract with Raftelis Financial Consultants, pursuant to RFP 24-08, to conduct a Recycling and Trash Collection Rate Study which includes a ten-year financial plan and a proposed five-year rate schedule of solid waste rates.

**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 accepts and adopts the Recycling & Trash Collection Rate Study, a copy of which is attached to this Resolution.

**City of Fayetteville Staff Review Form**

**2025-1132**

**Item ID**

**7/15/2024**

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

| Leif Olson | 6/26/2025 | SUSTAINABILITY/RESILIENCE (631) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

Approval of a resolution adopting the 2025 Recycling and Trash Collection Rate Study.

## Budget Impact:

| Account Number | Fund |
|---|---|
| Project Number | Project Title |

| | | | | |
|---|---|---|---|---|
| **Budgeted Item?** | No | Total Amended Budget | $ | - |
| | | Expenses (Actual+Encum) | $ | - |
| | | Available Budget | $ | - |
| **Does item have a direct cost?** | No | Item Cost | $ | - |
| **Is a Budget Adjustment attached?** | No | Budget Adjustment | $ | - |
| | | Remaining Budget | $ | - |

*V20221130*

**Purchase Order Number:**

**Previous Ordinance or Resolution #**

**Change Order Number:**

**Approval Date:**

**Original Contract Number:**

**Comments:**

CITY OF FAYETTEVILLE

# Recycling and Trash Collection Rate Study

**REPORT / June 24, 2025**

CITY OF FAYETTEVILLE ARKANSAS

RAFTELIS

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RAFTELIS

June 24, 2025

Mr. Peter Nierengarten, PE
Environmental Director
Sustainability Department
125 W Mountain Street
Fayetteville, AR 72701

Subject: **2025 Recycling and Trash Collection Rate Study**

Dear Mr. Nierengarten:

Raftelis Financial Consultants, Inc. (Raftelis) has completed for your consideration, our analysis of the City of Fayetteville (City) Recycling and Trash Collection Division (Division) revenue sufficiency study (Study). The Study review period encompassed the Fiscal Year 2025 (current budget year) through 2034 (collectively, the "Forecast Period") with the account period from January 1 through December 31 being the "Fiscal Year". The purpose of the Study was to:

- To evaluate and recommend operational improvements to the collection system
- Develop and recommend that fairly recover costs while supporting the financial sustainability of the enterprise fund.

The Study is based on information provided by City staff including, but not limited to, the number of properties charged for collection services, historical waste deliveries, historical financial operating results, budgetary information, capital plans, fixed asset information, and other financial and statistical information. While Raftelis relied upon the information provided by City staff, care and due diligence measures were taken where practical to validate information for purposes of financial planning such as but not limited to: i) interviews with staff concerning questions related to data interpretation; ii) data testing such as revenue testing reported customer accounts; iii) trend analysis; and iv) other analytical procedures as needed. Following this letter, we have detailed our findings, observations, and recommendations in greater detail for your consideration.

It has been a pleasure working with you and we thank you and the City staff for the support provided during the course of this study.

Sincerely,

**Thierry A. Boveri, CGFM**
*Vice President*

**Sarah Neely**
*Senior Consultant*

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# 1. Executive Summary

## 1.1. Background

The Fayetteville Recycling and Trash Collections Division operates and is established as an enterprise fund. As such, the enterprise fund must have revenues equal to the cost of services provided by the system and the City must establish rates sufficient to cover the cost of operating, maintaining, repairing and financing the system.

According to the Governmental Accounting Standards Board:

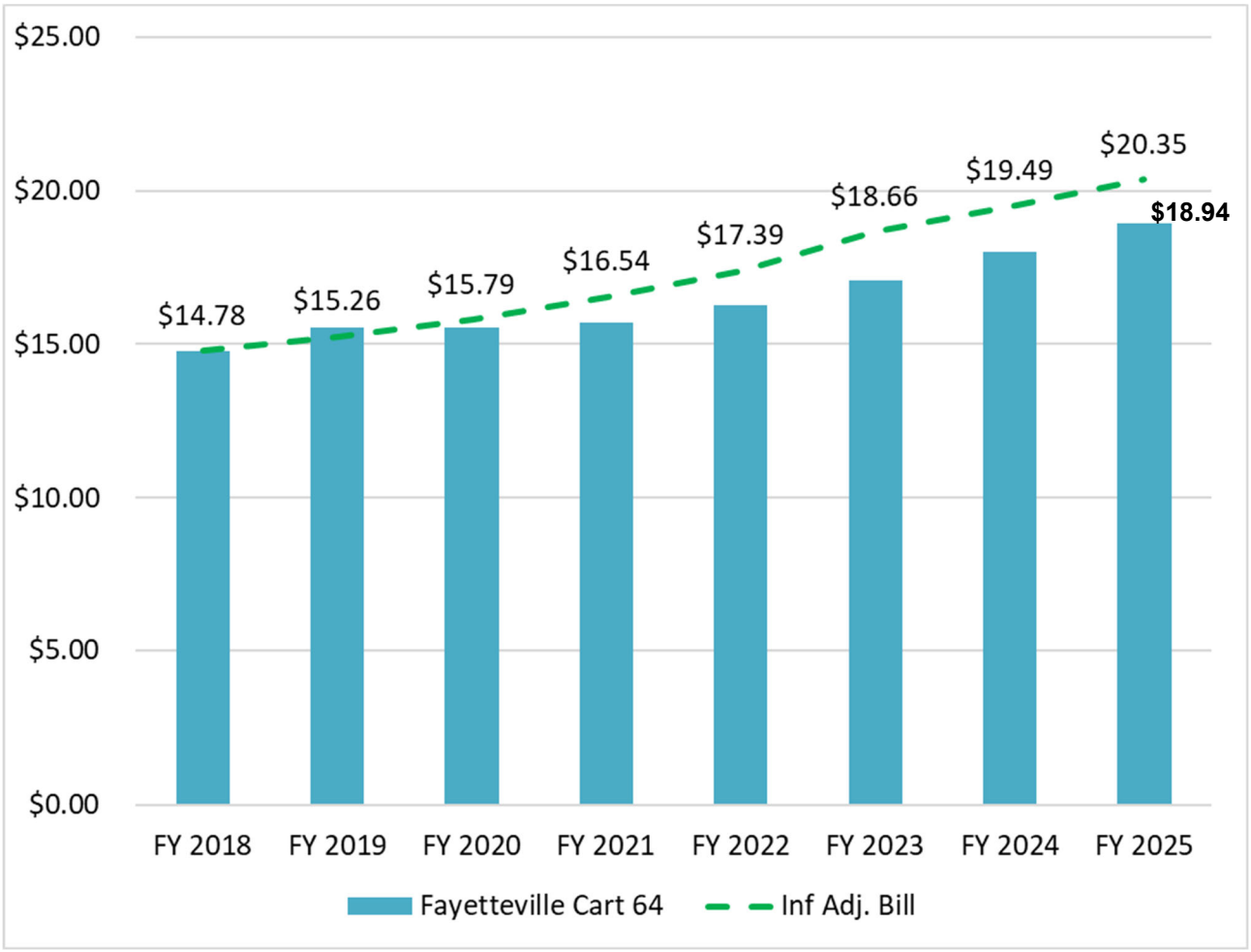
> *"Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges."*

In August 2024 the City of Fayetteville (City) contracted with Raftelis Financial Consultants (Raftelis) to conduct a Recycling and Trash Collection Rate Study (Study) which includes a ten-year financial plan and proposed five-year rate schedule of the solid waste rates. This report presents the financial plans and the resulting solid waste rates.

In recent years, inflation has significantly increased impacting existing operating and infrastructure costs. Factors such as rising fuel prices, increases in labor expenses, collection, and disposal costs have contributed to reassessing the revenue sufficiency for the Division. The City's last solid waste rate study occurred in Fiscal Year 2018 with recommendations through Fiscal Year 2023. It is important to note that while the City has a Consumer Price Index (CPI) escalation, that rates have not kept pace with inflation and the costs of changing operations. Highlighted in the figure below, we notice this difference in how the rates that have been in effect have been outpaced by the Garbage and Trash Index over the last several years.

**(Remainder of page intentionally left blank)**

**Figure 1-1: Historical Bill Comparison for Average 64-gallon Residential Customer**




The City's Sustainability Department through the Recycling and Trash Collection Division (Division) provides trash collection service and recycling collection to a population of over 29,400 customers in the City. These collection services are managed by the Division which are funded through service charges billed monthly to customers based on their level of service. Residential customers and commercial customers have the flexibility to choose their level of service based on their individual needs. This choice includes options such as the size of trash carts, additional trash carts, extra one-time pickups, bulky waste collection, recycling, food waste and yard waste collection. The City also provides disposal services through their transfer station and composting sites. On an annual basis, the City generates over 76,100 refuse tons. Additionally, the City generates approximately over 6,000 recycling tons annually.

The City offers waste collection services tailored to meet the needs of both residential and commercial customers. For residents, the base level of service includes options for one-32, 64, or 96-gallon cart for weekly refuse collection. Additionally, the base level of service includes weekly curb-sort recycling 2-18-gallon bins, and yard waste, and every other week food waste collection as a pilot program. Any additional yard waste or bulky waste collection required will incur an additional charge. Commercial customers have a variety of different levels of service for refuse and recycling collection, ranging from two to eight cubic yard dumpsters and compactors with pickups ranging from one to six times a week, drop box collection from 20-40 cubic yard

dumpsters and compactors and cart service for glass recycling and food waste collection. To facilitate these collection services, the City operates and maintains its own fleet through an Internal Fleet Fund.

The Division works with the City's Fleet Department that oversees the procurement and upkeep of vehicles for various trash collection services. Presently, the City's fleet comprises of 27 residential trucks to service 90 routes with 38 full-time employees (FTEs) and 14 commercial trucks to service 53 routes per week with 12 FTEs.

## 1.2. Methodology

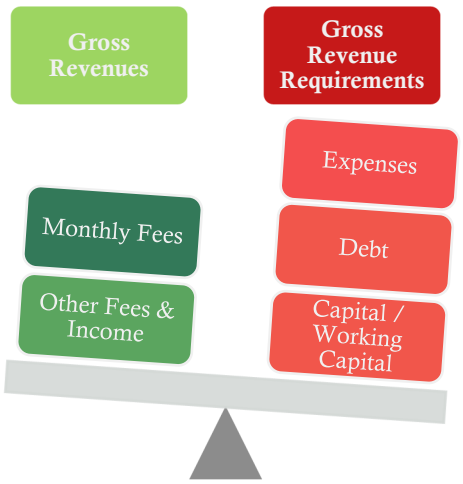
The foundation of the Study and the primary objective of the solid waste rates are to reasonably recover the cost of providing service, cost of infrastructure investment and compliance with covenants of internal fiscal targets (referred to as the "Revenue Sufficiency" evaluation).

In order to address the sustainability of the City's charges for service, Raftelis developed a solid waste financial plan for the City which set forth the total revenue adjustments needed to meet capital investment, operational expenses, and cash reserves needs during the five-year rate-setting period. Raftelis worked with City staff to refine inputs and provide scenarios of revenue adjustments for the City consideration.

A key component of the plan was a projection of the Net Revenue Requirements from rates, which equates to the expenditure requirements funded from monthly user charges. An illustration of the components that make up the Net Revenue Requirements is summarized below:

+ Cost of Operation and Maintenance
+ Indirect Cost Allocations
+ Capital & Fleet Funding Requirements
+ Deposits to Reserves for Policy Compliance and Future Expenditures
– Other Operating Revenue
– Interest Income / Transfers from Operating Reserves

= Net Revenue Requirements (Funded from Rates)




Performing a thorough evaluation of the City's funding requirements allows us to provide sound-rate recommendations to help ensure the City has sufficient resources to fund operations and achieve their objectives.

## 1.3. Key Assumptions

Raftelis developed the solid waste financial model in Microsoft Excel to project financial and rate calculations over a 10-year study previously defined as the Forecast Period. All assumptions were discussed with and reviewed by City staff. This report will detail all the assumptions developed in support of the financial plan, however below details some of the key assumptions

- The City's fiscal year spans from January 1 through December 31.
- Customer growth was assumed on average at 2% throughout the forecast year
- Projections in future years were generally made based on the budgeted Fiscal Year 2025 data using a range of escalation factors from 4%-7%
    - Expenses were based on the Fiscal Year 2025 budget and escalated for inflation and changes in operations
    - Revenues were based on billing statistics and reported financials and were escalated for growth and rate adjustments
- The forecast targets a 120-day operating reserve balance by the end of the Forecast Period

## 1.4. Recycling Operations Scenarios

Through the Study, the Division looked to evaluate three recycling operational scenarios in addition to their current recycling operations for rate setting purposes. The proposed operational changes were evaluated based on their potential to enhance overall program performance, safety, and long-term fiscal sustainability, relative to their financial impact on the system.

1. Status Quo: Current Curb-sort Recycling
2. Scenario 1: Dual Stream Cart-based Recycling
3. Scenario 2: All-in-one Cart-based Recycling - Weekly
4. Scenario 3: All-in-one Cart-based Recycling – Every Other Week

The table below breaks down the impact of each of the scenarios, by tons, trucks, the customers per route, and the costs associated.

**Table 1-1: Recycling Scenario Operational and Financial Comparison**

| | Tons Recycled | Trucks | Weekly Routes | Households/ Route /Day | Incremental Vehicles Costs [(1)] | Incremental Cart Costs | Operating Expenses |
|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | 12 | 50 | 465 | n/a | n/a | $19,105,142 |
| S1: Dual Stream Cart Recycling | 3,727 | 8 | 30 | 776 | $1,514,000 | $3,540,522 | $17,916,857 |
| S2: All-in-one Cart Recycling | 5,083 | 6 | 23 | 1,008 | $418,750 | $1,770,261 | $17,663,957 |
| S3: All-in-one Cart Recycling EOW | 5,083 | 4 | 14 | 1,629 | $0 | $2,655,392 | $17,184,665 |

(1) The City utilizes fleet replacement credit for vehicles through their Fleet Department and these values are reflective of the approximate costs after the use of the credit.

(2)

More detail is provided in later sections in the report on each scenario and their impact to the City and its residents.

## 1.5. Solid Waste Financial Plan – Status Quo

Based on the key assumptions of the Study we have determined that the existing rates for solid waste services under each scenario will not be adequate to generate sufficient revenues to fund the projected needs of the Division. For purposes of this section, the following figures and tables depict the forecast under Status Quo which is the continuation of current operations. Table 1-1 shows the necessary rate revenue adjustments for the Forecast Period and highlights the initial five-year study recommendation period under current operations. Implementation for the identified rate adjustments were assumed at the outset of each fiscal year, beginning on January 1. It is recommended that the need for any future identified rate revenue adjustments be reviewed in the Fiscal Year 2030 or in the event of a significant change in conditions during the recommendation period which would necessitate additional rate revenues (i.e., change in regulations, material increases in cost, change in operations, etc.).

**Table 1-2: Solid Waste Revenue Adjustments (Status Quo)**

| Effective Date | Assumed CPI | Additional | Status Quo |
|---|---|---|---|
| January 1, 2026 | 4.50% | 5.00% | 9.50% |
| January 1, 2027 | 4.50% | 5.00% | 9.50% |
| January 1, 2028 | 4.50% | 1.00% | 5.50% |
| January 1, 2029 | 4.50% | 0.00% | 4.50% |
| January 1, 2030 | 4.50% | 0.00% | 4.50% |

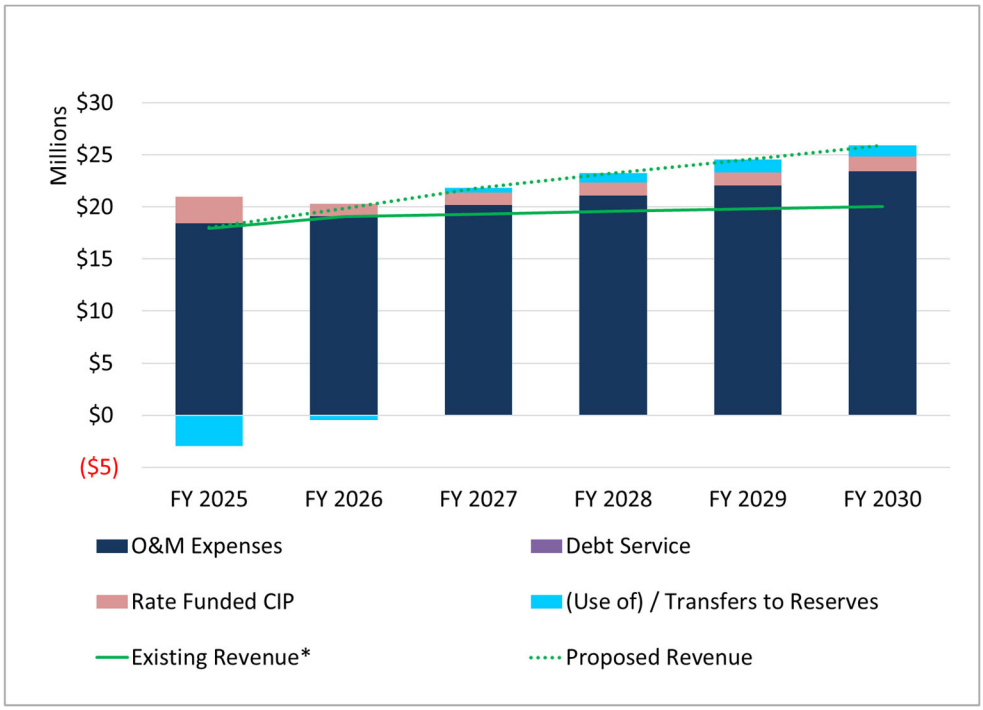
Key factors influencing the need for identified revenue adjustments include:

- As can be seen in Figure 1-1, solid waste rates have not kept pace with the Consumer Price Index (CPI) or Water and Sewer and Trash Collection Services Index (WS&T).
- As shown in Figure 1-2, the Study indicates a funding deficiency to cover rate-funded capital improvements within the Fiscal Year 2026, which continues to grow through the forecast period.
- The Division is looking to potentially change their recycling operations from a manual curb-sort to all-in-one cart-based recycling
- The remainder of the necessary revenue increase is to address assumed inflation in operating expenses.
- Addressing the Solid Waste Services funding deficiency, changes in operations, and inflation will provide adequate funding for operations, capital funding, and support deposits to reserves in outer years to help maintain compliance with internal minimum cash reserve targets.

Figure 1-2 provides a breakdown of the projected revenue requirements of the Division. As can be seen from the gap analysis, the Division's current period expenditure exceeds existing revenues, which only grows over time due to inflation in the cost of operations and the increased need for sufficient reserves. The rate revenues at existing rates is shown by the green line. Projected rate revenues with the status-quo rate adjustments is

shown by the dotted green line. Annual expenditures are shown by the dark blue columns. The bright blue bar represents transfers to reserves, and the pink bar represents capital funded through rates.

**Figure 1-2: Solid Waste Financial Plan (Status Quo)**




**Existing revenue includes assumed 4.5% CPI escalation increases*

Figure 1-3: Solid Waste Financial Plan: Cash Reserves (Status Quo)

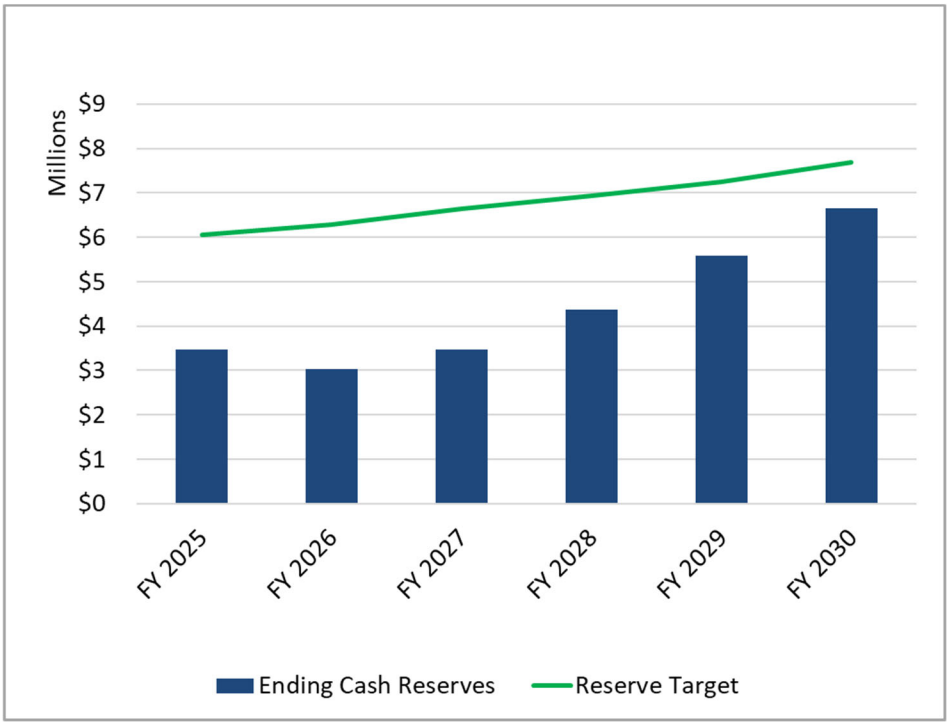



Figure 1-3 shows projected operating cash balances (blue bars) at the end of each fiscal year over the Forecast Period relative to the City's total reserve targets of 120-day operating reserves under the status quo financial plan. Reserves are drawn down in the first fiscal year to help cover annual operating costs, fund capital expenditures, and allow for the phase-in of annual rate revenue adjustments for the benefit of the rate payers. As can be seen, with the rate increases, the City does not meet the reserve target within the five-year rate setting window and is short approximately $1 million in reaching the target by FY 2030.

## 1.6. Proposed Solid Waste Financial Plan – Scenario 2

Through the development of the scenarios and financial plans with City Staff, it was determined that Scenario 2: All-in-one weekly recycling collection meets the operational objectives of the Division, while providing for a smaller bill overall impact to residents. The following tables and figures below show the proposed rate revenue adjustments for the Forecast Period and highlights the initial five-year study recommendation period.

Table 1-3: Proposed Solid Waste Revenue Adjustments (S2: All-in-one Weekly Collection)

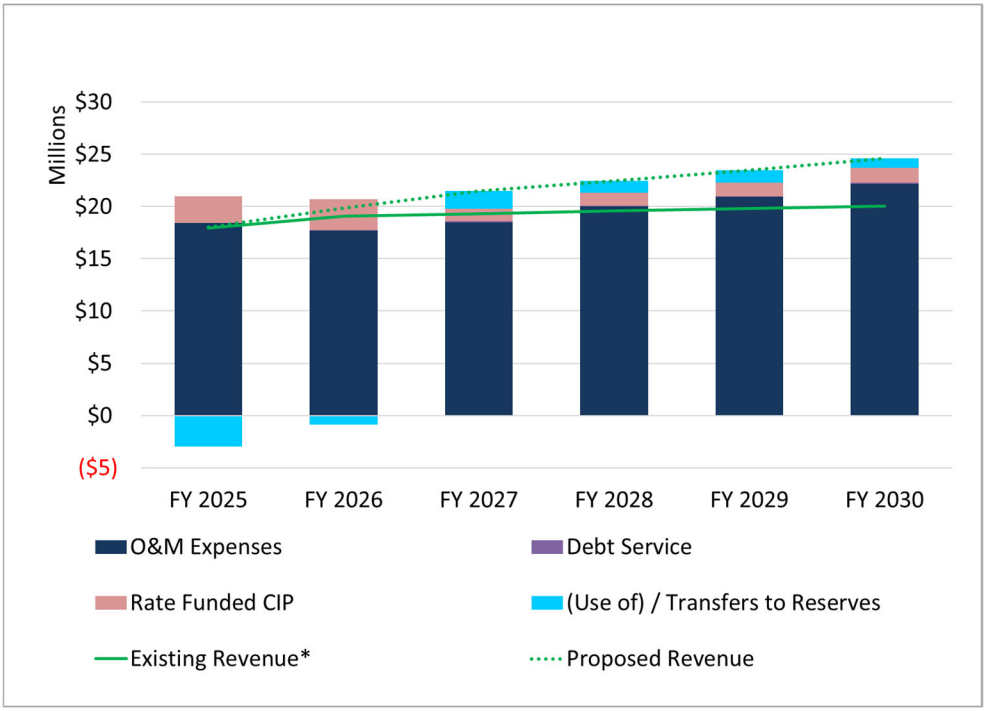
| Effective Date | Rate Adj. |
|---|---|
| January 1, 2026 | 9.50% |
| January 1, 2027 | 7.50% |
| January 1, 2028 | 3.50% |
| January 1, 2029 | 3.50% |
| January 1, 2030 | 3.50% |

**Key benefits of the proposal include:**

- **Increased Recycling Diversion** by expanding service to multi-family and commercial customers, potentially doubling recycling collection volumes;
- **Enhanced Driver Safety** through the automation of collection processes, reducing manual handling and related risks;
- **Lower Operational Costs** driven by automation, enabling route consolidation, fewer trucks on the road, and reduced labor hours;
- **Smaller Rate Adjustments** as a result of cost savings, helping to minimize customer impact and maintain competitive rates compared to peer communities; and
- **Policy Compliance** through improved operational performance, full funding of the capital plan, and achievement of minimum fiscal targets.
- **Contamination Management** through the use of anti-contamination software on collection trucks

Figure 1-4 provides a breakdown of the projected revenue requirements of the Division under Scenario 2. As can be seen from the gap analysis, as with Status Quo, the Division's current period expenditure exceeds existing revenues, which only grows over time due to inflation in the cost of operations and the increased need for sufficient reserves. The rate revenues at existing rates is shown by the green line. Projected rate revenues with the proposed rate adjustments is shown by the dotted green line. Annual expenditures are shown by the dark blue columns. The bright blue bar represents transfers to the general fund, the yellow bar represents capital funded through rates, and the red bar represents deposits to cash reserves.

**Figure 1-4: Proposed Solid Waste Financial Plan (S2: All-in-one Weekly Collection)**




**Existing revenue includes assumed 4.5% CPI escalation increases*

**Figure 1-5: Proposed Solid Waste Financial Plan: Cash Reserves (S2: All-in-one Weekly Collection)**

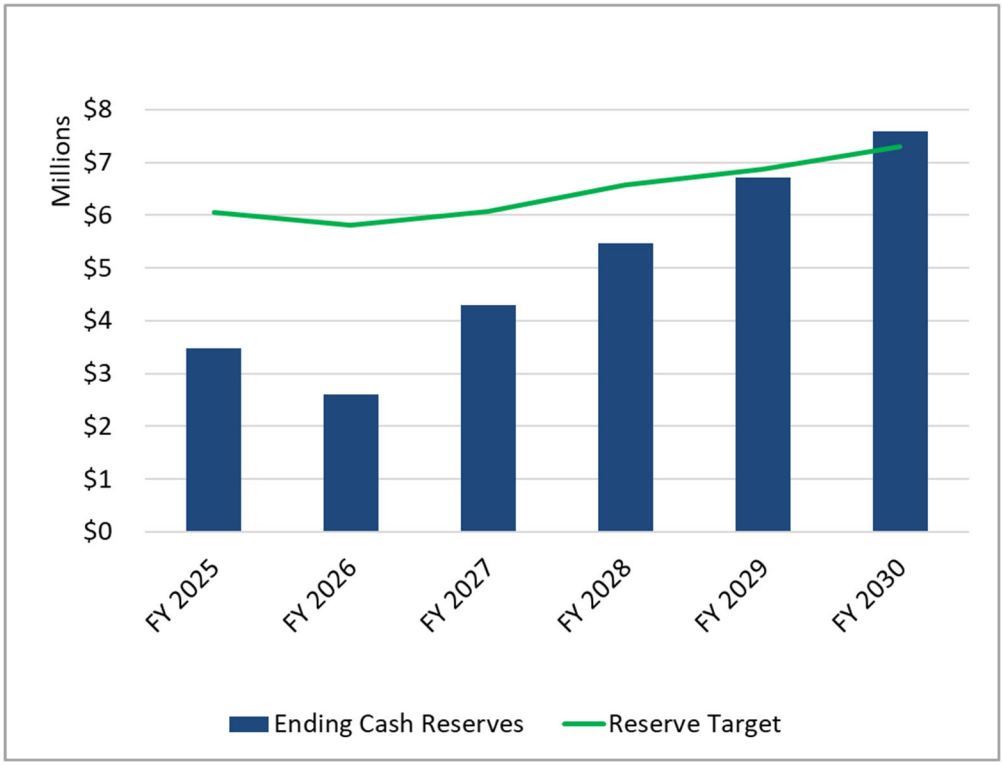



Figure 1-3 shows projected operating cash balances (blue bars) at the end of each fiscal year over the Forecast Period relative to the City's total reserve targets of 120-day operating reserves under the status quo financial plan. Reserves are drawn down in the first fiscal year to help cover annual operating costs, fund capital expenditures, and allow for the phase-in of annual rate revenue adjustments for the benefit of the rate payers. As can be seen, with the rate increases, the City meets the reserve target within the five-year rate setting window at Fiscal Year 2029.

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## 1.7. Proposed Solid Waste Rates

The proposed five-year solid waste rate schedule was developed based on the overall revenue adjustment needs of the System as discussed in further detail in Section 4 of this report. **Error! Not a valid bookmark self-reference.** and Table 1-4 below presents a summary of the proposed monthly rates for the Study.

**Table 1-4: Proposed Five-Year Solid Waste Monthly Rate Schedule - Carts**

| | Current | Proposed | | | | |
|---|---|---|---|---|---|---|
| Description | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
| **Residential** | | | | | | |
| **Inside City** | | | | | | |
| Residential Curbside Service - 32gal | $12.40 | $13.58 | $14.60 | $15.11 | $15.64 | $16.18 |
| Residential Curbside Service - 64gal | $18.94 | $20.74 | $22.29 | $23.08 | $23.88 | $24.72 |
| Residential Curbside Service - 96gal | $26.89 | $29.44 | $31.65 | $32.76 | $33.91 | $35.09 |
| **Outside City** | | | | | | |
| Residential Curbside Service - 32gal | $18.58 | $20.34 | $21.87 | $22.63 | $23.42 | $24.24 |
| Residential Curbside Service - 64gal | $28.36 | $31.05 | $33.38 | $34.55 | $35.76 | $37.01 |
| Residential Curbside Service - 96gal | $40.25 | $44.07 | $47.37 | $49.03 | $50.75 | $52.53 |
| **Commercial** | | | | | | |
| **Inside City** | | | | | | |
| Commercial Curbside Service | $24.21 | $26.51 | $28.50 | $29.50 | $30.53 | $31.60 |
| Food Waste Cart | $20.47 | $22.42 | $24.10 | $24.94 | $25.82 | $26.72 |
| Recycling Cart | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| Glass Cart | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| **Outside City** | | | | | | |
| Commercial Curbside Service | $36.36 | $39.81 | $42.80 | $44.30 | $45.85 | $47.45 |

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## Table 1-5: Proposed Five-Year Solid Waste Rate Schedule - Dumpsters

| Description | Current | Proposed | | | | |
|---|---|---|---|---|---|---|
| | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
| **Shared Bin (Multi-Meter)** | | | | | | |
| Inside City Multi-Meter Dumpsters | $11.84 | $12.96 | $13.94 | $14.42 | $14.93 | $15.45 |
| Outside City Multi-Meter Dumpsters | $17.76 | $19.45 | $20.90 | $21.64 | $22.39 | $23.18 |
| **Inside City** | | | | | | |
| **Commercial Dumpsters** | | | | | | |
| Commercial Dumpster Pickup 2YD | $57.86 | $63.36 | $68.11 | $70.49 | $72.96 | $75.51 |
| Commercial Dumpster Pickup 4YD | $107.74 | $117.98 | $126.83 | $131.27 | $135.86 | $140.62 |
| Commercial Dumpster Pickup 6YD | $140.09 | $153.39 | $164.90 | $170.67 | $176.64 | $182.83 |
| Commercial Dumpster Pickup 8YD | $175.41 | $192.07 | $206.48 | $213.71 | $221.19 | $228.93 |
| Cardboard 4YD | $26.93 | $29.49 | $31.70 | $32.81 | $33.95 | $35.14 |
| Cardboard 6YD | $35.02 | $38.35 | $41.23 | $42.67 | $44.16 | $45.71 |
| Cardboard 8YD | $43.86 | $48.02 | $51.62 | $53.43 | $55.30 | $57.24 |
| Food Waste Pilot 2 CY | $43.40 | $47.52 | $51.09 | $52.87 | $54.72 | $56.64 |
| Food Waste Pilot 4 CY | $80.80 | $88.48 | $95.12 | $98.45 | $101.89 | $105.46 |
| **Compactors** | | | | | | |
| Compacted Trash 2YD | $122.10 | $133.70 | $143.72 | $148.75 | $153.96 | $159.35 |
| Compacted Trash 4YD | $244.22 | $267.42 | $287.48 | $297.54 | $307.95 | $318.73 |
| Compacted Trash 6YD | $366.33 | $401.13 | $431.22 | $446.31 | $461.93 | $478.10 |
| Compacted Trash 8YD | $488.43 | $534.83 | $574.94 | $595.06 | $615.89 | $637.45 |
| Compacted Cardboard 2YD | $30.52 | $33.42 | $35.93 | $37.19 | $38.49 | $39.84 |
| Compacted Cardboard 4YD | $61.05 | $66.85 | $71.86 | $74.38 | $76.98 | $79.67 |
| Compacted Cardboard 6YD | $91.57 | $100.27 | $107.79 | $111.57 | $115.47 | $119.51 |
| **Outside City** | | | | | | |
| **Commercial Dumpsters** | | | | | | |
| Commercial Dumpster Pickup 2YD | $86.79 | $95.04 | $102.16 | $105.74 | $109.44 | $113.27 |
| Commercial Dumpster Pickup 4YD | $161.62 | $176.97 | $190.24 | $196.90 | $203.79 | $210.92 |
| Commercial Dumpster Pickup 6YD | $210.13 | $230.09 | $247.35 | $256.00 | $264.96 | $274.24 |
| Commercial Dumpster Pickup 8YD | $263.12 | $288.11 | $309.72 | $320.56 | $331.78 | $343.39 |
| Cardboard 4YD | $40.47 | $44.31 | $47.64 | $49.31 | $51.03 | $52.82 |
| Cardboard 6YD | $52.65 | $57.65 | $61.98 | $64.14 | $66.39 | $68.71 |
| Cardboard 8YD | $65.93 | $72.19 | $77.60 | $80.32 | $83.13 | $86.04 |
| Commercial Bin Recycling | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| Paper 4YD | $26.93 | $29.49 | $31.70 | $32.81 | $33.95 | $35.14 |

Table Continued on Following Page

| Description | Current FY 2025 | FY 2026 | Proposed FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| **Compactors** | | | | | | |
| Compacted Trash 4YD | $348.89 | $382.03 | $410.68 | $425.06 | $439.93 | $455.33 |
| Compacted Trash 6YD | $523.32 | $573.04 | $616.02 | $637.58 | $659.89 | $682.99 |
| Compacted Cardboard 4YD | $87.21 | $95.50 | $102.66 | $106.25 | $109.97 | $113.82 |
| Compacted Cardboard 6YD | $130.82 | $143.25 | $154.00 | $159.39 | $164.97 | $170.74 |
| **Roll-Offs – By Pickups** | | | | | | |
| 20 yd - Roll Off | $450.00 | $492.75 | $529.71 | $548.25 | $567.43 | $587.29 |
| 30 yd - Roll Off | $525.00 | $574.88 | $617.99 | $639.62 | $662.01 | $685.18 |
| 40 yd - Roll Off | $600.00 | $657.00 | $706.28 | $730.99 | $756.58 | $783.06 |
| Trash Compactor | $300.00 | $328.50 | $353.14 | $365.50 | $378.29 | $391.53 |
| Cardboard Compactor | $200.00 | $219.00 | $235.43 | $243.66 | $252.19 | $261.02 |
| Disposal Per Ton | $64.00 | $70.08 | $75.34 | $77.97 | $80.70 | $83.53 |
| **Roll-Offs – By Pickups** | | | | | | |
| Disposal Minimum (per Load) | $44.00 | $48.18 | $51.79 | $53.61 | $55.48 | $57.42 |
| Disposal (Resident) (per Ton) | $68.00 | $74.46 | $80.04 | $82.85 | $85.75 | $88.75 |
| Disposal (Out of Town) (per Ton) | $82.00 | $89.79 | $96.52 | $99.90 | $103.40 | $107.02 |

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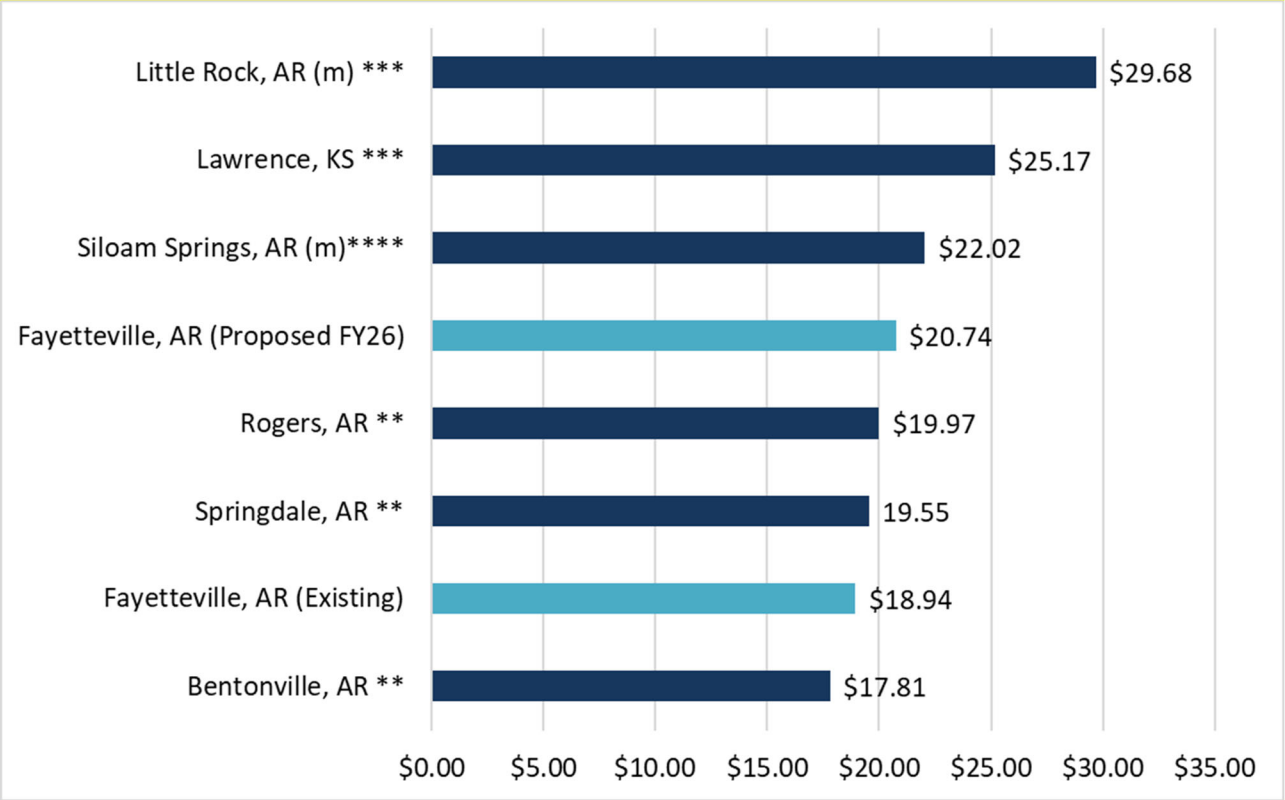
## 1.8. Monthly Residential Bill Comparison

For the purposes of this analysis, a solid waste fee comparison was prepared with other comparable entities for informational purposes. It should be noted that not all the entities in the comparison operate as an enterprise fund and service may be subsidized by the entity's general fund. Figure 1-6 shows a comparison of the residential single-family monthly rates for solid waste collection as of Fiscal Year 2025.

**Figure 1-6: Monthly Residential Fee Comparison Based on 64 gallon**



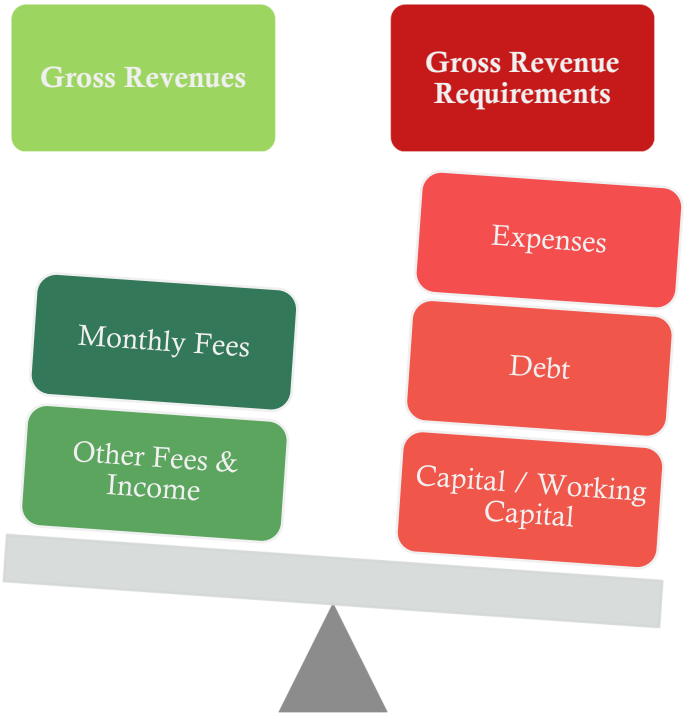

*m = Municipally operated trash and recycling*
*** = Subscription yard waste collection or drop-off only for yard waste*
**** = Every other week recycling collection*
***** = Every other week yard waste collection*

Key observations from the comparison include: i) the City provides comparable levels of service to the other entities with weekly solid waste collection; ii) the City provides higher level of service, yard waste collection and drop-off operations, glass recycling and multiple pay-as-you-throw options; iii) while the survey did not assess whether other entities fully funded operations from user fees alone, it should be noted that the City's operations are funded exclusively from user fees and not subsidized by transfers from the general fund.

# 2. Methodology

The foundation of the Study and the primary objective of the solid waste rates are to reasonably recover the cost of providing service, cost of infrastructure investment and compliance with covenants of internal fiscal targets (referred to as the "Revenue Sufficiency" evaluation).

Ensuring adequate cash reserves and appropriate cash flows generally results in a sustainable long-term financial plan that can mitigate the financial and operating risk from unanticipated or sudden events to financial operations (e.g., changes in market conditions affecting operations, recovered materials revenues, reduced growth or tonnages, unanticipated or extraordinary expenses, unfunded mandates, etc.). The identified revenue requirements to be funded from rates are then allocated based on the type and level of service.




In order to assess the sustainability of the City's charges for service Raftelis developed a financial model capable of forecasting solid waste operations over a ten-year Forecast Period but with the recommended rate revenue adjustment period comprising the Fiscal Years 2026 through 2030. By forecasting operations over this period of time we are able to capture funding requirements that may not be annually occurring, test sensitivity to potential changes in operations or costs, and examine projections of cash reserves and net revenue margins to evaluate compliance with formal and informal fiscal policies. Performing a thorough evaluation of the City's funding requirements allows us to provide sound rate recommendations to help ensure the City has sufficient resources to fund operations and achieve their objectives. The following provides a brief overview of the key activities performed for the Study:

1. An evaluation of the service area requirements for the City was performed. This included a review of recent historical customers served and corresponding waste generation such that: i) a representative forecast of the Division's needs from a financial standpoint could be prepared; and ii) a projection of rate revenues consistent with the projected service area needs could be developed.

2. Raftelis with support of City staff, analyzed a projection of the Net Revenue Requirements from rates, which equates to the expenditure requirements funded from monthly user charges. An illustration of the components that make up the Net Revenue Requirements is summarized below:

   \+ Cost of Operation and Maintenance
   \+ Indirect Cost Allocations
   \+ Capital & Fleet Funding Requirements
   \+ Deposits to Reserves for Policy Compliance and Future Expenditures
   – Other Operating Revenue
   – Interest Income / Transfers from Operating Reserves
   = Net Revenue Requirements (Funded from Rates)

3. Based on the identified funding requirements and the cost of service associated with providing service over the Forecast Period, provide rate recommendations to ensure adequate funding for the City's needs and meet the City's rate goals and objectives.

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# 3. Key Inputs and Assumptions

Raftelis developed a solid waste financial model in Microsoft Excel to project financial and rate calculations over a 10-year study previously defined as the Forecast Period. The City's fiscal year spans from January 1 through December 31. Projections in future years were generally made based on the budgeted Fiscal Year 2025 data using key assumptions as outlined below. All assumptions were discussed with and reviewed by City staff. This section will detail all the key assumptions developed in support of the financial plan.

## 3.1. Current Rates and Operations

The City offers comprehensive waste collection services, including household garbage, recycling, yard waste, and bulky waste collection, to approximately 26,390 residential and over 4,400 commercial accounts, generating approximately 76,100 tons of waste and 6,000 recycling tons annually. These collection services are managed by the Sustainability Department through the Recycling and Trash Collection Division, funded through service charges billed monthly to customers based on their level of service. Residents have the flexibility to choose their level of service based on their individual needs. For residents, the base level of service includes options for one-32, 64, or 96-gallon cart for weekly refuse collection. Additionally, the base level of service includes weekly curb-sort recycling 2-18-gallon bins, and yard waste, and every other week food waste collection as a pilot program. Any additional yard waste or bulky waste collection required will incur an additional charge. These service options allow residents to tailor their waste management solutions according to their specific needs, providing them the flexibility to customize their services accordingly.

As it relates to residential refuse collection service, the City provides residents with weekly residential refuse collection using a three-bin /cart system for garbage and recycling. The monthly rate for residents includes one (1) trash cart for their household garbage of their choice, and two (2) 18-gallon cart for recycling waste. Any additional carts are available for an additional fee. Table 3-1**Error! Reference source not found.** shows the current adopted residential trash rates

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**Table 3-1: Current Residential Solid Waste Rate Structure**

| Residential Collection Rates | 2025 |
|---|---|
| Fayetteville Cart 32 | $12.40 |
| Fayetteville Cart 64 | $18.94 |
| Fayetteville Cart 96 | $26.89 |
| | |
| Outside Cart 32 | $18.58 |
| Outside Cart 64 | $28.36 |
| Outside Cart 96 | $40.25 |

[1] Charge for service includes garbage, recycling, yard waste

Along with residential collection service, the City provides dumpster collection service to its commercial customers, for trash, recycling, and cardboard which varies in the level of service based on demand. Table 3-2 shows the current adopted rates for commercial customers.

### Table 3-2: Current Commercial Solid Waste Rate Structure

| Commercial Collection Rates | Existing |
|---|---|
| Carts | |
| Commercial Cart | $24.21 |
| Commercial Recycling | $6.10 |
| Commercial Glass Cart | $6.10 |
| Commercial Food Waste | $18.14 |
| Outside City Commercial Cart | $36.36 |
| Multi-Meter - Commercial Shared Bin | $11.84 |
| Inside City | |
| Dumpsters | |
| 2 Cubic Yard - Trash | $57.86 |
| 4 Cubic Yard - Trash | $107.74 |
| 6 Cubic Yard - Trash | $140.09 |
| 8 Cubic Yard - Trash | $175.41 |
| 2 Cubic Yard - Compacted Trash | $122.10 |
| 4 Cubic Yard - Compacted Trash | $244.22 |
| 6 Cubic Yard - Compacted Trash | $366.33 |
| 8 Cubic Yard - Compacted Trash | $488.43 |
| 4 Cubic Yard - Cardboard | $26.93 |
| 6 Cubic Yard - Cardboard | $35.02 |
| 8 Cubic Yard - Cardboard | $43.86 |
| 2 Cubic Yard - Compacted Cardboard | $30.52 |
| 4 Cubic Yard - Compacted Cardboard | $61.05 |
| 6 Cubic Yard - Compacted Cardboard | $91.57 |
| Dumpster Lease 2 YD | $16.48 |
| Dumpster Lease 4 YD | $18.84 |
| Dumpster Lease 6 YD | $21.92 |
| Dumpster Lease 8 YD | $25.88 |
| Outside City | |
| Dumpsters | |
| 2 Cubic Yard - Trash | $86.79 |
| 4 Cubic Yard - Trash | $161.62 |
| 6 Cubic Yard - Trash | $210.13 |
| 8 Cubic Yard - Trash | $263.12 |
| 4 Cubic Yard - Compacted Trash | $366.33 |
| 6 Cubic Yard - Compacted Trash | $549.49 |
| 4 Cubic Yard - Cardboard | $40.47 |
| 6 Cubic Yard - Cardboard | $52.65 |
| 8 Cubic Yard - Cardboard | $65.93 |

*Table Continued on Following Page.*

| Continued Rates | Existing |
|---|---|
| 4 Cubic Yard - Compacted Cardboard | $91.57 |
| 6 Cubic Yard - Compacted Cardboard | $137.36 |
| Dumpster Lease 2 YD | $24.73 |
| Dumpster Lease 4 YD | $28.26 |
| Dumpster Lease 6 YD | $32.88 |
| Dumpster Lease 8 YD | $38.82 |
| Commercial Drop Box (per Pick-up) | |
| 20 Yard - Roll Off | $450.00 |
| 30 Yard - Roll Off | $525.00 |
| 40 Yard - Roll Off | $600.00 |
| Trash Compactor | $300.00 |
| Cardboard Compactor | $200.00 |
| Commercial Drop Box | $450.00 |
| Transfer Station (Per Ton) | |
| Disposal Minimum (per Load) | $44.00 |
| Disposal (Resident) (per Ton) | $68.00 |
| Disposal (Out of Town) (per Ton) | $82.00 |

## 3.2. Customer Statistics

### 3.2.1. Customer Accounts

The forecast of solid waste service revenues relied upon a review of recent historical trends in solid waste customer account growth and tonnage statistics. A 2% residential growth rate was assumed for the forecast and we assume an average growth rate of 1% for non-residential customers based on a detailed review of the historical period which consisted of Fiscal Year 2019 to Fiscal Year 2024 The following table provides a summary of projected trends in solid waste customer billing statistics:

**Table 3-3: Projected Residential Customer Statistics**

| Accounts | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Fayetteville Cart 32 | 5,653 | 5,803 | 5,930 | 6,058 | 6,186 | 6,314 |
| Fayetteville Cart 64 | 13,991 | 14,362 | 14,678 | 14,994 | 15,310 | 15,626 |
| Fayetteville Cart 96 | 7,353 | 7,548 | 7,714 | 7,880 | 8,046 | 8,212 |
| | | | | | | |
| Outside Cart 32 | 48 | 49 | 50 | 51 | 53 | 54 |
| Outside Cart 64 | 153 | 157 | 161 | 165 | 168 | 172 |
| Outside Cart 96 | 124 | 127 | 130 | 133 | 136 | 139 |

## Table 3-4: Projected Commercial Customer Statistics

| Accounts | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Carts | | | | | | |
| Commercial Cart | 698 | 698 | 698 | 698 | 698 | 698 |
| Commercial Glass Cart | 10 | 10 | 10 | 10 | 10 | 10 |
| Greenland Commercial Cart | 37 | 37 | 37 | 37 | 37 | 37 |
| Multi-Meter - Commercial Shared Bin | 9,426 | 9,426 | 9,426 | 9,426 | 9,426 | 9,426 |
| Inside City | | | | | | |
| Dumpsters | | | | | | |
| 2 Cubic Yard - Trash | 161 | 161 | 162 | 162 | 163 | 163 |
| 4 Cubic Yard - Trash | 320 | 321 | 322 | 323 | 324 | 325 |
| 6 Cubic Yard - Trash | 436 | 437 | 438 | 439 | 441 | 442 |
| 8 Cubic Yard - Trash | 428 | 429 | 431 | 432 | 433 | 434 |
| 2 Cubic Yard - Compacted Trash | 2 | 2 | 2 | 2 | 2 | 2 |
| 4 Cubic Yard - Compacted Trash | 2 | 2 | 2 | 2 | 2 | 2 |
| 6 Cubic Yard - Compacted Trash | 7 | 7 | 7 | 7 | 7 | 7 |
| 8 Cubic Yard - Compacted Trash | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 Cubic Yard - Cardboard | 80 | 82 | 84 | 86 | 88 | 90 |
| 6 Cubic Yard - Cardboard | 115 | 118 | 121 | 124 | 127 | 130 |
| 8 Cubic Yard - Cardboard | 106 | 109 | 111 | 114 | 117 | 120 |
| 2 Cubic Yard - Compacted Cardboard | 0 | 0 | 0 | 0 | 0 | 0 |
| 4 Cubic Yard - Compacted Cardboard | 2 | 2 | 2 | 2 | 2 | 2 |
| 6 Cubic Yard - Compacted Cardboard | 4 | 4 | 4 | 4 | 4 | 4 |
| Outside City | | | | | | |
| Dumpsters | | | | | | |
| 2 Cubic Yard - Trash | 2 | 2 | 2 | 2 | 2 | 2 |
| 4 Cubic Yard - Trash | 6 | 6 | 6 | 6 | 6 | 6 |
| 6 Cubic Yard - Trash | 5 | 5 | 5 | 5 | 5 | 5 |
| 8 Cubic Yard - Trash | 3 | 3 | 3 | 3 | 3 | 3 |
| Commercial Drop Box – Pick-ups | | | | | | |
| 20 Yard - Roll Off | 299 | 299 | 299 | 299 | 299 | 299 |
| 30 Yard - Roll Off | 893 | 893 | 893 | 893 | 893 | 893 |
| 40 Yard - Roll Off | 819 | 819 | 819 | 819 | 819 | 819 |
| Trash Compactor | 834 | 834 | 834 | 834 | 834 | 834 |
| Cardboard Compactor | 57 | 57 | 57 | 57 | 57 | 57 |
| Disposal Per Ton | 5,747 | 5,747 | 5,747 | 5,747 | 5,747 | 5,747 |
| Transfer Station | | | | | | |
| Disposal Minimum (per Load) | 4,228 | 4,228 | 4,228 | 4,228 | 4,228 | 4,228 |
| Disposal (Resident) (per Ton) | 2,433 | 2,433 | 2,433 | 2,433 | 2,433 | 2,433 |
| Disposal (Out of Town) (per Ton) | 7,264 | 7,264 | 7,264 | 7,264 | 7,264 | 7,264 |

### 3.2.2. Waste Generation

With respect to waste generation, the City currently collects approximately 76,100 tons of waste per year. The refuse is processed and disposed of at the City's Transfer Station on Holly Road. The recycling waste is sorted at the curb, collected, processed, and disposed of by the City. The table shown below summarizes the City's tonnage reports by type of customer.

**Table 3-5: Projected Waste Generation**

| Description | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 |
|---|---|---|---|---|---|---|
| Commercial | 32,817 | 34,108 | 35,397 | 36,688 | 37,975 | 39,254 |
| Residential | 20,021 | 20,540 | 20,982 | 21,425 | 21,867 | 22,309 |
| Commercial Drop Box | 10,272 | 10,272 | 10,272 | 10,272 | 10,272 | 10,272 |
| Transfer Station | 15,044 | 15,044 | 15,044 | 15,044 | 15,044 | 15,044 |
| Total Tons | 78,154 | 79,964 | 81,695 | 83,429 | 85,158 | 86,879 |

## 3.3. Revenues

The revenues for the Division are principally generated from the rates for the solid waste services it provides, which include revenues generated from the monthly collection charges. Such revenues account for approximately 90% of gross revenues over the Forecast Period while the remaining balance of revenues or 10% of gross revenues are generated from recycling revenue (e.g., glass, cardboard), franchise fees, miscellaneous service charges, interest income on investments, and other fees. Since the majority of the system revenues are generated from the monthly residential charges, the forecast of revenues is primarily predicated on assumptions of the estimated number of customers receiving service and their demands (i.e., waste disposed) assumed for the Forecast Period.

The rate revenue projections shown below assume that the current Fiscal Year 2025 rates as presented in Table 3-1 and 3-2 are effective throughout the Forecast Period and, therefore, represent estimated revenues in the absence of any rate increase. This provides a baseline to evaluate the need for rate revenue adjustments. Table 3-6 and Table 3-7 presents the revenues under the current rates for Solid Waste Services.

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### Table 3-6: Projected Cart Collection Revenues Under Current Rates (in thousands)

| Existing Revenues | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Fayetteville Cart 32 | $859.3 | $881.6 | $900.7 | $919.6 | $938.6 | $957.7 |
| Fayetteville Cart 64 | $3,248.7 | $3,332.8 | $3,404.7 | $3,476.7 | $3,548.5 | $3,620.3 |
| Fayetteville Cart 96 | $2,424.0 | $2,486.9 | $2,540.5 | $2,594.0 | $2,647.6 | $2,701.2 |
| | | | | | | |
| Outside Cart 32 | $11.1 | $11.4 | $11.8 | $12.0 | $12.3 | $12.5 |
| Outside Cart 64 | $54.8 | $56.2 | $57.2 | $58.5 | $59.9 | $61.3 |
| Outside Cart 96 | $62.8 | $64.2 | $65.7 | $67.1 | $68.6 | $70.0 |
| Subtotal Residential Carts | $6,661 | $6,833 | $6,980 | $7,128 | $7,275 | $7,423 |

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### Table 3-7: Projected Collection Revenues Under Current Rates (in thousands)

| Commercial Collection Rates | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| **Carts** | | | | | | |
| Commercial Cart | $202.8 | $202.8 | $202.8 | $202.8 | $202.8 | $202.8 |
| Commercial Glass Cart | $4.4 | $4.4 | $4.4 | $4.4 | $4.4 | $4.4 |
| Greenland Commercial Cart | $2.7 | $2.7 | $2.7 | $2.7 | $2.7 | $2.7 |
| | | | | | | |
| Multi-Meter - Commercial Shared Bin | $2,577.0 | $2,577.0 | $2,577.0 | $2,577.0 | $2,577.0 | $2,577.0 |
| | | | | | | |
| **Inside City - Dumpsters** | | | | | | |
| 2 Cubic Yard - Trash | $168.0 | $170.8 | $173.6 | $177.1 | $179.8 | $182.6 |
| 4 Cubic Yard - Trash | $623.2 | $633.5 | $645.2 | $655.5 | $665.9 | $677.5 |
| 6 Cubic Yard - Trash | $1,101.1 | $1,119.6 | $1,139.7 | $1,158.2 | $1,176.7 | $1,196.9 |
| 8 Cubic Yard - Trash | $1,355.6 | $1,378.7 | $1,401.9 | $1,425.0 | $1,448.2 | $1,473.4 |
| | | | | | | |
| 2 Cubic Yard - Compacted Trash | $5.9 | $7.3 | $7.3 | $7.3 | $8.8 | $8.8 |
| 4 Cubic Yard - Compacted Trash | $14.7 | $14.7 | $17.6 | $17.6 | $17.6 | $20.5 |
| 6 Cubic Yard - Compacted Trash | $65.9 | $70.3 | $74.7 | $79.1 | $83.5 | $87.9 |
| 8 Cubic Yard - Compacted Trash | $17.6 | $17.6 | $23.4 | $23.4 | $23.4 | $23.4 |
| | | | | | | |
| 4 Cubic Yard - Cardboard | $37.9 | $39.8 | $41.4 | $43.4 | $45.3 | $46.9 |
| 6 Cubic Yard - Cardboard | $71.2 | $74.6 | $77.9 | $81.3 | $84.7 | $88.0 |
| 8 Cubic Yard - Cardboard | $82.3 | $86.0 | $90.2 | $93.9 | $97.6 | $101.8 |
| | | | | | | |
| 4 Cubic Yard - Compacted Cardboard | $2.2 | $2.2 | $2.2 | $2.2 | $2.2 | $2.2 |
| 6 Cubic Yard - Compacted Cardboard | $5.5 | $6.6 | $6.6 | $6.6 | $6.6 | $6.6 |
| | | | | | | |
| Dumpster Lease 2 YD | $45.5 | $46.9 | $48.3 | $49.6 | $51.0 | $52.4 |
| Dumpster Lease 4 YD | $100.8 | $103.8 | $106.9 | $110.1 | $113.3 | $116.4 |
| Dumpster Lease 6 YD | $131.8 | $136.0 | $139.9 | $144.2 | $148.1 | $152.3 |
| Dumpster Lease 8 YD | $106.5 | $109.9 | $113.4 | $116.5 | $119.9 | $123.0 |

*Table Continued on Following Page*

| *Continued* | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| **Outside City - Dumpsters** | | | | | | |
| 2 Cubic Yard - Trash | $2.1 | $2.1 | $2.1 | $3.1 | $3.1 | $3.1 |
| 4 Cubic Yard - Trash | $11.6 | $13.6 | $13.6 | $13.6 | $15.5 | $15.5 |
| 6 Cubic Yard - Trash | $12.6 | $12.6 | $15.1 | $15.1 | $15.1 | $15.1 |
| 8 Cubic Yard - Trash | $12.6 | $12.6 | $12.6 | $12.6 | $15.8 | $15.8 |
| | | | | | | |
| | | | | | | |
| Dumpster Lease 2 YD | $0.3 | $0.3 | $0.3 | $0.3 | $0.3 | $0.3 |
| Dumpster Lease 4 YD | $1.0 | $1.0 | $1.0 | $1.0 | $1.0 | $1.0 |
| Dumpster Lease 6 YD | $0.8 | $0.8 | $0.8 | $0.8 | $0.8 | $0.8 |
| Dumpster Lease 8 YD | $0.9 | $0.9 | $0.9 | $0.9 | $0.9 | $0.9 |
| | | | | | | |
| **Commercial Drop Box** | | | | | | |
| 20 Yard - Roll Off | $134.6 | $134.6 | $134.6 | $134.6 | $134.6 | $134.6 |
| 30 Yard - Roll Off | $468.8 | $468.8 | $468.8 | $468.8 | $468.8 | $468.8 |
| 40 Yard - Roll Off | $491.4 | $491.4 | $491.4 | $491.4 | $491.4 | $491.4 |
| Trash Compactor | $250.2 | $250.2 | $250.2 | $250.2 | $250.2 | $250.2 |
| Cardboard Compactor | $11.4 | $11.4 | $11.4 | $11.4 | $11.4 | $11.4 |
| | | | | | | |
| **Transfer Station** | | | | | | |
| Disposal Minimum (per Load) | $186.0 | $186.0 | $186.0 | $186.0 | $186.0 | $186.0 |
| Disposal (Resident) (per Ton) | $165.4 | $165.4 | $165.4 | $165.4 | $165.4 | $165.4 |
| Disposal (Out of Town) (per Ton) | $595.6 | $595.6 | $595.6 | $595.6 | $595.6 | $595.6 |
| | | | | | | |
| **Non-Residential Subtotal** | **$9,068** | **$9,153** | **$9,247** | **$9,329** | **$9,416** | **$9,504** |

## 3.3.1. Other Revenues

Other revenues include but are not limited to recycling revenues due to the sale of commodities, franchise fees, penalties, miscellaneous service charges and investment income. As mentioned previously these other revenues equate to approximately 9% of gross revenues throughout the Rate Study Period. Based on discussions with City staff and to be conservative, under the Status Quo scenario recycling revenues and franchise fees are held constant throughout the Forecast Period. It should be noted, under the alternatives discussed in Section 3.5 Recycling Scenarios, recycling revenues may differ in the projection based on the respective processing costs. The table below details the revenues from the recycling commodities, and other revenues.

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### Table 3-8: Other Operating Revenues (in thousands)

| Revenue Type | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Franchise Fees | $296.0 | $296.0 | $296.0 | $296.0 | $296.0 | $296.0 |
| Franchise Fees Waste Management | $158.4 | $158.4 | $158.4 | $158.4 | $158.4 | $158.4 |
| Solid Waste Fees | $206.3 | $206.3 | $206.3 | $206.3 | $206.3 | $206.3 |
| Miscellaneous | $43.4 | $43.4 | $43.4 | $43.4 | $43.4 | $43.4 |
| Solid Waste Fees Dumpster Lease | $387.7 | $399.6 | $411.5 | $423.4 | $435.3 | $447.2 |
| Long Term Lease | $12.0 | $12.0 | $12.0 | $12.0 | $12.0 | $12.0 |
| Recycling Revenue Glass | $2.7 | $2.7 | $2.7 | $2.7 | $2.7 | $2.7 |
| Recycling Revenue Aluminum | $121.9 | $121.9 | $121.9 | $121.9 | $121.9 | $121.9 |
| Recycling Revenue Composting | $102.9 | $102.9 | $102.9 | $102.9 | $102.9 | $102.9 |
| Recycling Revenue Cardboard | $358.4 | $358.4 | $358.4 | $358.4 | $358.4 | $358.4 |
| Petroleum Plastic | $32.1 | $32.1 | $32.1 | $32.1 | $32.1 | $32.1 |
| HDPE Plastic | $20.6 | $20.6 | $20.6 | $20.6 | $20.6 | $20.6 |
| Office Paper | $34.0 | $34.0 | $34.0 | $34.0 | $34.0 | $34.0 |
| Freon Recovery | $0.5 | $0.5 | $0.5 | $0.5 | $0.5 | $0.5 |
| Recycling Revenue Steel Cans | $8.9 | $8.9 | $8.9 | $8.9 | $8.9 | $8.9 |
| Recycling Revenue Scrap Metal | $12.0 | $12.0 | $12.0 | $12.0 | $12.0 | $12.0 |
| Recycle Bids and Carts | $0.9 | $0.9 | $0.9 | $0.9 | $0.9 | $0.9 |
| **Total Other Revenues** | **$1,798.7** | **$1,810.7** | **$1,822.6** | **$1,834.4** | **$1,846.4** | **$1,858.2** |

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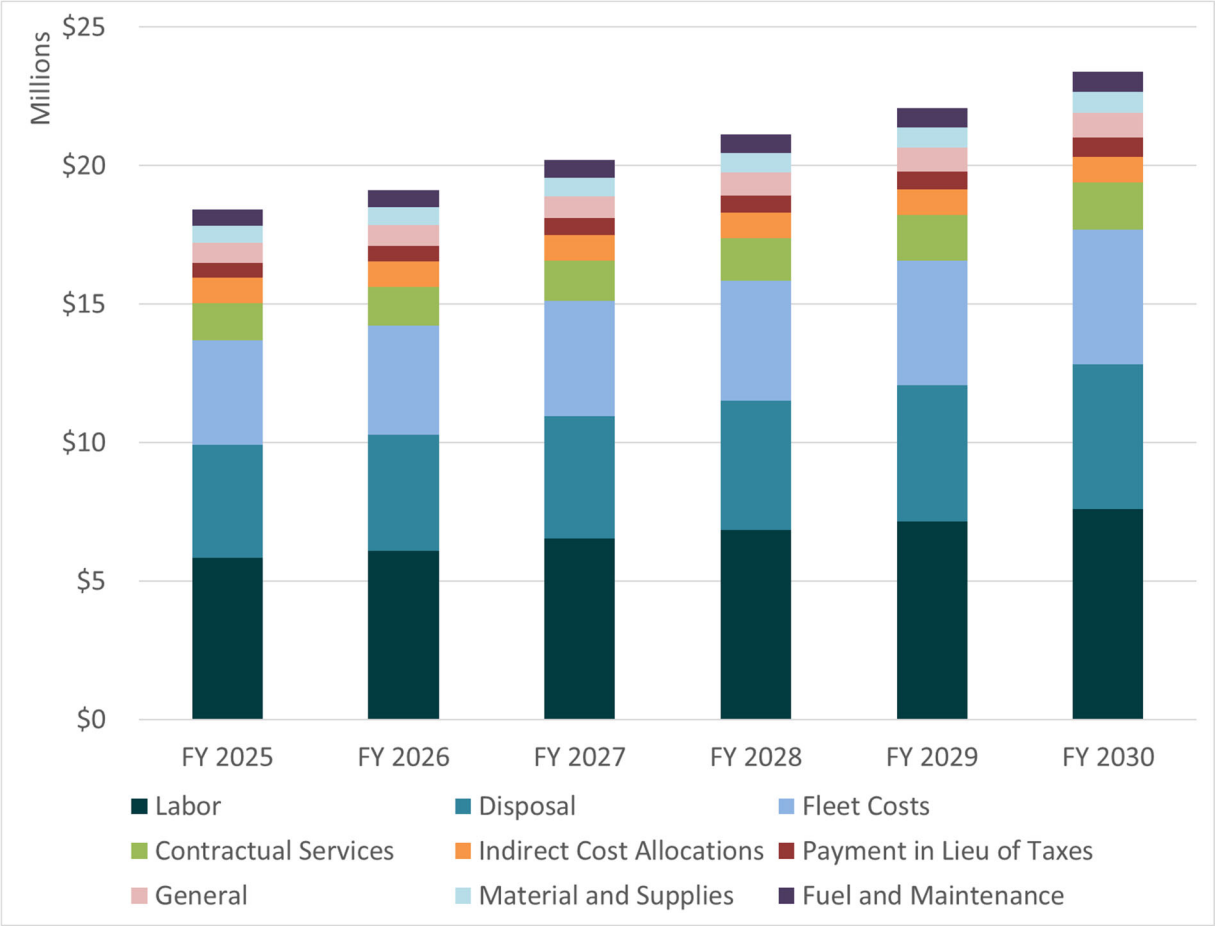
## 3.4. Expenditures

The expenditures during the Forecast Period are primarily comprised of operation and maintenance (operating) expenses, capital outlay, and deposits to cash reserves to maintain adequate balances in compliance with the City's reserve policy.

### 3.4.1. Operating Expenses

The forecast of operating expenses was developed based upon: i) a review of the recent trends in historical expenses; ii) the adopted Fiscal Year 2025 budget, iii) assumed growth rates and escalation factors of costs based on industry trends in such costs to account for inflation in the costs of operation; and iv) discussions with the City staff. The table shown below presents an overview of the operating expense projections by type of cost.

**Figure 3-1 Operating Expense by Type of Cost**




The forecast assumes a customer growth rate of 2% and inflation in unit costs from 4% to 7%, which equates to an overall annual increase in the cost of operation of approximately 5% annually. The escalation factors are listed in more detail in section 3.4.2. Labor costs represent the largest funding requirement at 30%, followed by disposal, accounting for 21%, and fleet-related costs represent 20% of the total operating expenses of the Division.

The table below details the expense projection broken out by the Division's budgetary cost centers representing the lines of service.

**Table 3-9: Operating Expense Projection by Cost Center**

| Operating Expenses | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 5000 - Operations & Administration | $3,150,908 | $3,272,340 | $3,399,539 | $3,532,783 | $3,672,355 | $3,818,560 |
| 5010 - Commercial Collections | $3,966,086 | $4,124,575 | $4,351,589 | $4,589,655 | $4,839,214 | $5,100,453 |
| 5020 - Residential Collections | $3,357,733 | $3,480,540 | $3,641,814 | $3,810,313 | $3,986,410 | $4,483,533 |
| 5030 - Commercial Drop Box Collections | $1,023,237 | $1,043,665 | $1,083,774 | $1,125,420 | $1,168,748 | $1,213,797 |
| 5040 - Transfer Station | $2,278,188 | $2,350,478 | $2,453,822 | $2,561,767 | $2,674,643 | $2,792,638 |
| 5060 - Recycling | $3,285,561 | $3,431,544 | $3,806,027 | $3,974,304 | $4,150,252 | $4,334,225 |
| 5070 - Composting | $1,347,087 | $1,402,001 | $1,459,231 | $1,518,878 | $1,581,042 | $1,645,830 |
| Total - Operating Expenses | **$18,408,799** | **$19,105,142** | **$20,195,796** | **$21,113,119** | **$22,072,664** | **$23,389,036** |

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## 3.4.2. Escalation Factors

The operating expenses as presented in section 3.4.1 relied upon the application of inflation factors to the adopted Fiscal Year 2025 operating expense budget and are presented in the following Table 3-8. To ensure that future costs are reasonably forecasted, Raftelis worked with City staff to confirm the assumptions as outlined below.

**Table 3-10: Inflationary Assumptions**

| Escalation Factors | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|
| Direct Labor Costs | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% |
| Insurance | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| General - Inflation | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% |
| Maintenance | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Disposal | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Fuel | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% |
| Fleet | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Supplies | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Other Charges and Services | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Capital Appropriations | 7.00% | 6.00% | 5.50% | 5.00% | 5.00% |

## 3.4.3. Capital Expenditures

The City has developed a comprehensive Capital Improvement Plan (CIP) over the course of the Forecast Period. Over the next five (5) years the City has allocated approximately $6.3 million into capital funding. The following table presents a summary of the planned annual capital spending over the Rate Study Period which is expected to average approximately $1.2 million annually. The capital needs are primarily for the fleet needs and infrastructure of the Division.

**Table 3-11: Capital Improvement Plan**

| | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|
| Technology Equip Replacement | $19,000 | $3,000 | $8,000 | $7,000 | $21,000 |
| Rate Study | $0 | $0 | $0 | $0 | $100,000 |
| Master Plan Expansion[1] | $750,000 | $800,000 | $800,000 | $850,000 | $900,000 |
| Route Optimization & RFID System | $50,000 | $40,000 | $40,000 | $40,000 | $40,000 |
| Compost Site Improvements | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 |
| Compactors & Containers | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 |
| Total Capital | $1,179,000 | $1,203,000 | $1,208,000 | $1,257,000 | $1,421,000 |

(1) Master plan expansion capital project includes vehicle purchases to address growth.

It should be noted that vehicle replacement expenditures are accounted for through the fleet services fund and recognized as an operating expense to the system.

### 3.4.4. Existing and Proposed Debt Service

The Division does not have any existing debt service and the Study assumes no new debt issued and that all capital will be funded from reserves or future revenues.

### 3.4.5. Minimum Cash Reserve Targets

Industry best practices recognize the need and benefit of maintaining minimum cash reserves to provide necessary liquidity to fund day to day operations, provide resources in order to appropriate funds for expected capital outlays, and provide a reasonable allowance for unexpected needs. The Government Finance Officers Association (GFOA) recommends that enterprise funds consider establishing reserves by purpose. Pursuant to discussions with City staff the Study assumed a 120 day minimum cash reserve target to provide adequate liquidity for day-to-day operations and provide a reasonable allowance for unexpected costs.

The table below presents the forecast of minimum cash reserve targets assumed for the Study.

**Table 3-12: Reserve Targets**

| | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Operating Reserves | $6,052,208 | $6,281,143 | $6,639,714 | $6,941,300 | $7,256,766 | $7,689,546 |

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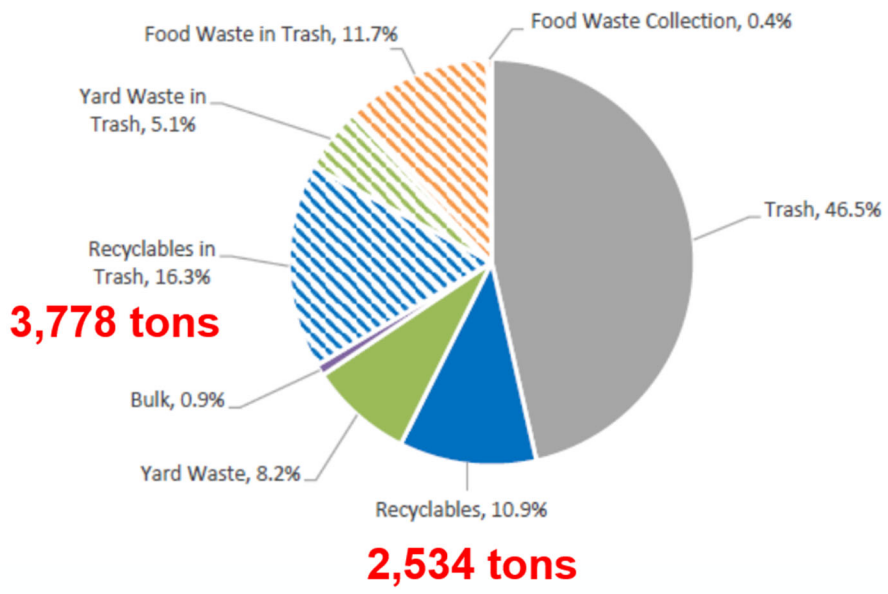
## 3.5. Recycling Scenarios

The City currently offers multiple recycling programs for their customers, including manual residential curb-sorted recycling, apartment recycling, commercial recycling, and recycling drop-off centers. The predominant component of the recycling program is the residential single-family curb-sorted recycling. According to the City's September 2024 Waste Characterization Study, which analyzed residential waste and recycling composition, a significant volume of both recyclables and organic materials was identified within the municipal solid waste stream. This analysis determined a recycling capture rate of 40% of the total identified recoverable materials. The low recycling capture rate is likely due to lack of convenience and scalability of the curb-sort bin recycling program. The accompanying figure illustrates the recycling tonnage breakdown.

**Figure 3-2: Residential Waste Composition**




*Source: Sept 2024 Fayetteville Waste Characterization Study*

The curb-sort program requires Staff to sort bins at the curb into seven material streams. Under these current manual operations, the City has kept a low contamination rate of approximately 1%, however, as mentioned previously, with the low capture rate, there are many operational challenges with the curb-sort program. These challenges include but are not limited to, driver injuries, driver safety (e.g., bin hazards, weather, traffic), high driver turnover, and collection efficiency.

Based on these challenges and from the findings of the waste characterization study, the Division looked to evaluate three recycling operational scenarios in addition to their current recycling operations for rate setting purposes through this Study. The proposed operational changes were evaluated based on their potential to enhance overall program performance, safety, and long-term fiscal sustainability, relative to their financial impact on the system.

Below is a listing of the scenarios analyzed:

1. Status Quo: Current Curb-sort Recycling (Manual)
    a. Requires two 18-gallon bins with lids

2. Scenario 1: Dual Stream Cart-based Recycling (Automated)
    a. Requires two 64-gallon cart

3. Scenario 2: All-in-one Cart-based Recycling – Weekly (Automated)
    a. Requires one 64-gallon cart

4. Scenario 3: All-in-one Cart-based Recycling – Every Other Week (Automated)
    a. Requires one 96 gallon cart

The figure below evaluates how each of the recycling options was ranked by the Division to reach their key objectives.

**Figure 3-3: Recycling Options Analysis**

| | Tons of Recyclables Captured | Employee Injury/Safety | Efficiency | Customer Convenience | Equity/ Growth | Messaging/ Priorities | Contamination Management | Capital Cost | 1-yr Rate Increase | 5-yr Rate Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | High | Slow | Medium | Very Limited | Weak | Manual Sort | n/a | 9.50% | $7.22 |
| S1: Dual Stream Cart Based Recycling | 3,727 | Low | Medium | Medium | Good | Strong | Anti-Contamination Software | $5M | 12.50% | $6.93 |
| S2: All-in-one Cart Based Recycling (EW) | 5,083 | Low | Fast | High | High Potential | Very Strong | Anti-Contamination Software | $2.0M | 9.50% | $5.78 |
| S3: All-in-one Cart Based Recycling (EOW) | 5,083 | Low | Fast | Medium | High Potential | Strong | Anti-Contamination Software | $2.6M | 6.50% | $4.88 |

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In addition to the safety and operational objectives, Raftelis evaluated the potential financial impacts to the system for each scenario. The table below breaks down the impact of each of the scenarios, by tons, trucks, the customers per route, and the costs associated.

### Table 3-13: Recycling Scenario Operational and Financial Comparison

| | Tons Recycled | Trucks | Weekly Routes | Households/ Route /Day | Incremental Vehicles Costs (1) | Incremental Cart Costs | Operating Expenses (2) |
|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | 12 | 50 | 465 | n/a | n/a | $19,105,142 |
| S1: Dual Stream Cart Recycling | 3,727 | 8 | 30 | 776 | $1,514,000 | $3,540,522 | $17,916,857 |
| S2: All-in-one Cart Recycling | 5,083 | 6 | 23 | 1,008 | $418,750 | $1,770,261 | $17,663,957 |
| S3: All-in-one Cart Recycling EOW | 5,083 | 4 | 14 | 1,629 | $0 | $2,655,392 | $17,184,665 |

(1) The City utilizes fleet replacement credit for vehicles through their Fleet Department and these values are reflective of the approximate costs after the use of the credit.

(2) Incremental change in operating expenses for S1-S3 include potential reductions in labor and fleet costs associated with route requirements, as well as potential changes in processing costs related to the quantity and method of processing recovered materials.

For purposes of evaluating the rate increase needs and impacts to customers, all scenarios were assumed to reach the same endpoint of meeting revenue requirements and working towards meeting reserve targets. The table below details the bill impacts for the average customer with 64-gallon trash service.

| Bill Impacts for 64-gal | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Total Bill Adj. |
|---|---|---|---|---|---|---|---|
| Status Quo | 0.00% | 9.50% | 9.50% | 5.50% | 4.50% | 4.50% | 38.1% |
| S1: Dual Stream Cart Recycling | 0.00% | 12.50% | 9.00% | 5.00% | 3.50% | 3.50% | 37.9% |
| S2: All-in-one Cart Recycling | 0.00% | 9.50% | 7.50% | 3.50% | 3.50% | 3.50% | 30.5% |
| S3: All-in-one Cart Recycling EOW | 0.00% | 6.50% | 6.50% | 3.50% | 3.50% | 4.50% | 27.0% |
| Status Quo | $18.94 | $20.74 | $22.71 | $23.96 | $25.04 | $26.16 | n/a |
| S1: Dual Stream Cart Recycling | $18.94 | $21.31 | $23.23 | $24.39 | $25.24 | $26.12 | n/a |
| S2: All-in-one Cart Recycling | $18.94 | $20.74 | $22.29 | $23.08 | $23.88 | $24.72 | n/a |
| S3: All-in-one Cart Recycling EOW | $18.94 | $20.17 | $21.48 | $22.23 | $23.01 | $24.05 | n/a |
| $ Change - Baseline | n/a | $1.80 | $1.97 | $1.25 | $1.08 | $1.13 | $7.22 |
| S1 - Adjust | n/a | $2.37 | $1.92 | $1.16 | $0.85 | $0.88 | $7.18 |
| S2 - Adjust | n/a | $1.80 | $1.56 | $0.78 | $0.81 | $0.84 | $5.78 |
| S3 - Adjust | n/a | $1.23 | $1.31 | $0.75 | $0.78 | $1.04 | $5.11 |

Based on the operational and financial evaluation, the Division has proposed to adapt their current operations to Scenario 2: All-in-one Weekly Cart Based Recycling.

**Key benefits of the proposal include:**

- **Increased Recycling Diversion** by expanding service to multi-family and commercial customers, potentially doubling recycling collection volumes;
- **Enhanced Driver Safety** through the automation of collection processes, reducing manual handling and related risks;
- **Lower Operational Costs** driven by automation, enabling route consolidation, fewer trucks on the road, and reduced labor hours;
- **Smaller Rate Adjustments** as a result of cost savings, helping to minimize customer impact and maintain competitive rates compared to peer communities; and
- **Policy Compliance** through improved operational performance, full funding of the capital plan, and achievement of minimum fiscal targets.
- **Contamination Management** through the use of anti-contamination software on collection trucks

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# 4. Solid Waste Financial Plan

This section combines the assumptions previously discussed in the report to determine the overall revenue adjustments and total amount of revenue required from rates. The revenue covers operating and maintenance (O&M), and capital expenses as well as reserve funding. Revenue adjustments represent the average rate increase for the City as a whole, with the rates adjusted across the board.

Financial plan assumptions previously discussed in Section 3 were provided by and discussed in detail with City staff. To develop the financial plan, Raftelis projected annual expenses and revenues, modeled reserve balances, and added planned capital expenditures. The City is not anticipating financing any capital improvements.

## 4.1. Proposed Financial Plan and Revenue Adjustments

The proposed revenue adjustments help ensure adequate revenue to fund operating expenses, capital expenditures, and meet reserve targets. The Financial Plan modelling assumes the first revenue adjustment occurs on January 1, 2026 and is representative of an operational change to Scenario 2's All-in-one weekly collection. The proposed revenue adjustments would enable the City to meet operating costs and to execute the CIP shown in Table 3-11, adapt recycling operations based on the estimated plan for Scenario 2, and meet reserve targets by Fiscal Year 2029. Table 4-1 presents the proposed revenue adjustments for the initial five-year rate-setting period. It is recommended that the need for any future identified rate revenue adjustments be reviewed in the Fiscal Year 2028 or in the event of a significant change in conditions during the recommendation period which would necessitate additional rate revenues (i.e., change in regulations, material increase in the cost of contracted disposal, recycling operational changes etc.).

**Table 4-1: Proposed Solid Waste Revenue Adjustments (S2: All-in-one Weekly Collection)**

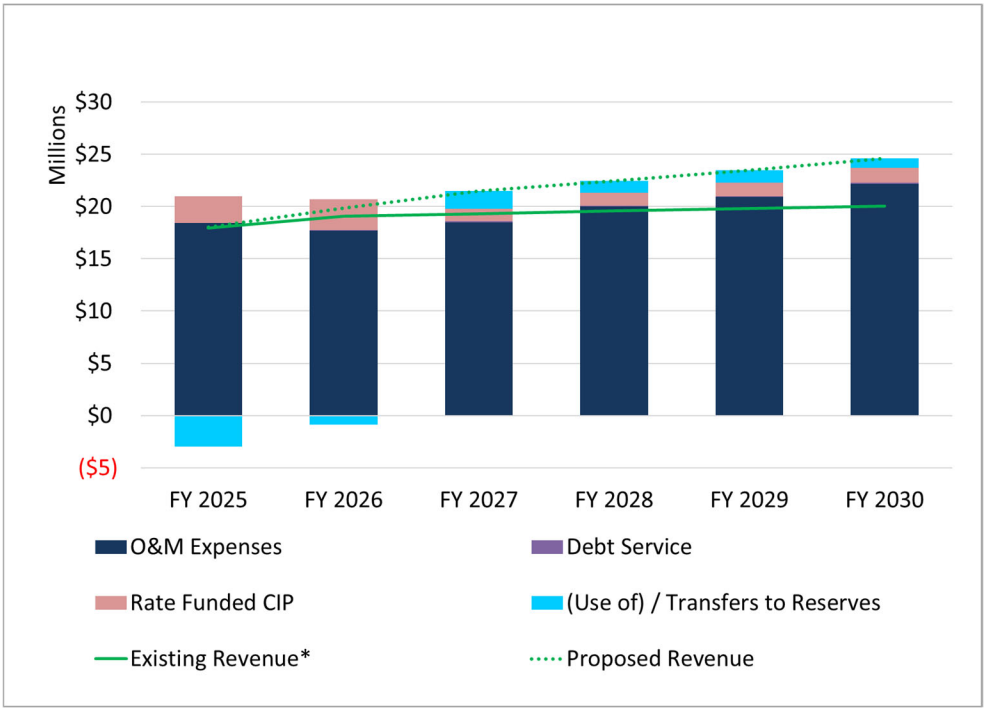
| Effective Date | Rate Adj. |
|---|---|
| January 1, 2026 | 9.50% |
| January 1, 2027 | 7.50% |
| January 1, 2028 | 3.50% |
| January 1, 2029 | 3.50% |
| January 1, 2030 | 3.50% |

Appendices A presents the cash flow detail over the Rate Study Period for the solid waste operating fund.

Figure 4-1 provides a breakdown of the projected revenue requirements of the Division under Scenario 2. As can be seen from the gap analysis, as with Status Quo, the Division's current period expenditure exceeds existing revenues, which only grows over time due to inflation in the cost of operations and the increased need for sufficient reserves. The rate revenues at existing rates is shown by the green line. Projected rate revenues with the proposed rate adjustments is shown by the dotted green line. Annual expenditures are shown by the dark blue columns. The bright blue bar represents transfers to the general fund, the yellow bar represents capital funded through rates, and the red bar represents deposits to cash reserves. Assuming the

implementation of the recommended rate revenue adjustments, we have forecasted the City to maintain compliance with minimum operating and capital reserve targets.

**Figure 4-1: Proposed Solid Waste Financial Plan (S2: All-in-one Weekly Collection)**




**Existing revenue includes assumed 4.5% CPI escalation increases*

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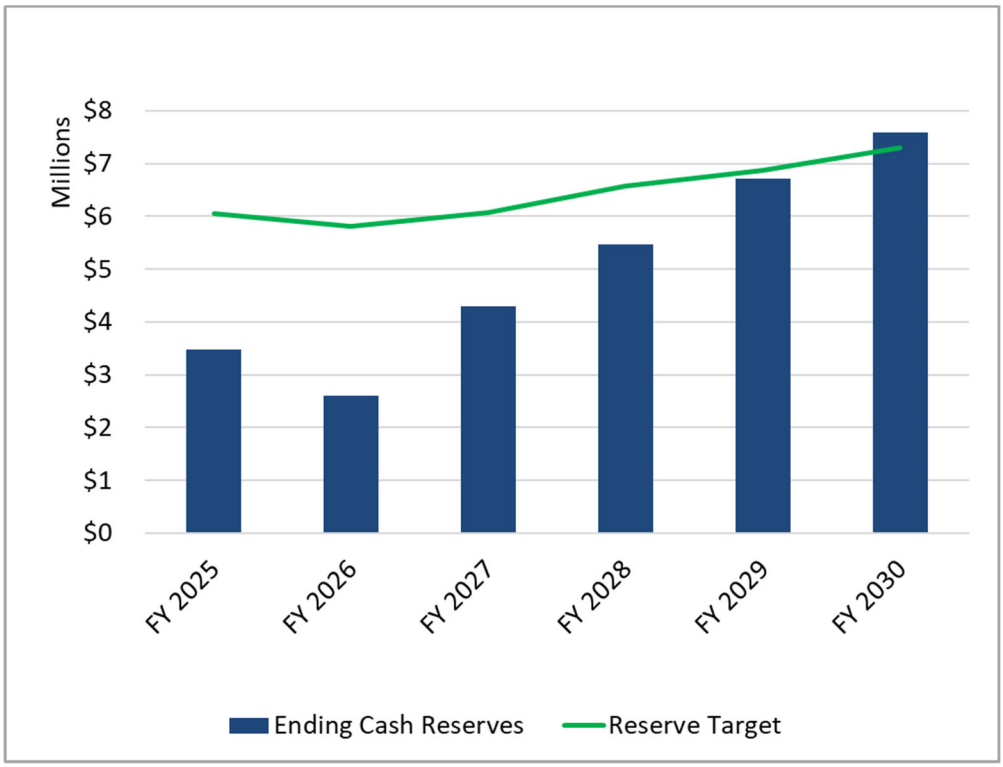
Figure 4-2 shows projected operating cash balances (blue bars) at the end of each fiscal year over the Forecast Period relative to the City's total reserve targets of 120-day operating reserves under the status quo financial plan. Reserves are drawn down in the first fiscal year to help cover annual operating costs, fund capital expenditures, and allow for the phase-in of annual rate revenue adjustments for the benefit of the rate payers. As can be seen, with the rate increases, the City meets the reserve target within the five-year rate setting window at Fiscal Year 2029.

**Figure 4-2: Solid Waste Financial Plan: Cash Reserves (S2: All-in-one Weekly Collection)**

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# 5. Cost of Service

The last cost of service study was performed in 2018 and the City has not materially changed operations. While Raftelis performed a cost of service evaluation as part of the engagement, based on discussions with City staff and to minimize variations to bill impacts across customer classes an across-the-board application of the rate revenue adjustments was assumed. It is recommended that the City consider reviewing and potentially revising rates as operations change.

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# 6. Proposed Solid Waste Rates and Charges

The City's solid waste fee is charged monthly for residential and non-residential bin collections. The proposed five-year solid waste rate schedule was developed based on the overall revenue adjustment needs of the System as previously discussed in further detail in Section 4 of this report.

## 6.1. Proposed 5-Year Solid Waste Rate Schedule

Table 6-1 and Table 6-12 show the proposed 5-year schedule of solid waste rates.

**Table 6-1: Proposed 5-Year Cart-Based Solid Waste Rate Schedule**

| | Current | Proposed | | | | |
|---|---|---|---|---|---|---|
| Description | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
| **Residential** | | | | | | |
| **Inside City** | | | | | | |
| Residential Curbside Service - 32gal | $12.40 | $13.58 | $14.60 | $15.11 | $15.64 | $16.18 |
| Residential Curbside Service - 64gal | $18.94 | $20.74 | $22.29 | $23.08 | $23.88 | $24.72 |
| Residential Curbside Service - 96gal | $26.89 | $29.44 | $31.65 | $32.76 | $33.91 | $35.09 |
| **Outside City** | | | | | | |
| Residential Curbside Service - 32gal | $18.58 | $20.34 | $21.87 | $22.63 | $23.42 | $24.24 |
| Residential Curbside Service - 64gal | $28.36 | $31.05 | $33.38 | $34.55 | $35.76 | $37.01 |
| Residential Curbside Service - 96gal | $40.25 | $44.07 | $47.37 | $49.03 | $50.75 | $52.53 |
| **Commercial** | | | | | | |
| **Inside City** | | | | | | |
| Commercial Curbside Service | $24.21 | $26.51 | $28.50 | $29.50 | $30.53 | $31.60 |
| Food Waste Cart | $20.47 | $22.42 | $24.10 | $24.94 | $25.82 | $26.72 |
| Recycling Cart | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| Glass Cart | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| **Outside City** | | | | | | |
| Commercial Curbside Service | $36.36 | $39.81 | $42.80 | $44.30 | $45.85 | $47.45 |

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## Table 6-2: Proposed 5-Year Non-Residential Solid Waste Rate Schedule

| Description | Current | Proposed | | | | |
|---|---|---|---|---|---|---|
| | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
| **Shared Bin (Multi-Meter)** | | | | | | |
| Inside City Multi-Meter Dumpsters | $11.84 | $12.96 | $13.94 | $14.42 | $14.93 | $15.45 |
| Outside City Multi-Meter Dumpsters | $17.76 | $19.45 | $20.90 | $21.64 | $22.39 | $23.18 |
| **Inside City** | | | | | | |
| **Commercial Dumpsters** | | | | | | |
| Commercial Dumpster Pickup 2YD | $57.86 | $63.36 | $68.11 | $70.49 | $72.96 | $75.51 |
| Commercial Dumpster Pickup 4YD | $107.74 | $117.98 | $126.83 | $131.27 | $135.86 | $140.62 |
| Commercial Dumpster Pickup 6YD | $140.09 | $153.39 | $164.90 | $170.67 | $176.64 | $182.83 |
| Commercial Dumpster Pickup 8YD | $175.41 | $192.07 | $206.48 | $213.71 | $221.19 | $228.93 |
| Cardboard 4YD | $26.93 | $29.49 | $31.70 | $32.81 | $33.95 | $35.14 |
| Cardboard 6YD | $35.02 | $38.35 | $41.23 | $42.67 | $44.16 | $45.71 |
| Cardboard 8YD | $43.86 | $48.02 | $51.62 | $53.43 | $55.30 | $57.24 |
| Food Waste Pilot 2 CY | $43.40 | $47.52 | $51.09 | $52.87 | $54.72 | $56.64 |
| Food Waste Pilot 4 CY | $80.80 | $88.48 | $95.12 | $98.45 | $101.89 | $105.46 |
| **Compactors** | | | | | | |
| Compacted Trash 2YD | $122.10 | $133.70 | $143.72 | $148.75 | $153.96 | $159.35 |
| Compacted Trash 4YD | $244.22 | $267.42 | $287.48 | $297.54 | $307.95 | $318.73 |
| Compacted Trash 6YD | $366.33 | $401.13 | $431.22 | $446.31 | $461.93 | $478.10 |
| Compacted Trash 8YD | $488.43 | $534.83 | $574.94 | $595.06 | $615.89 | $637.45 |
| Compacted Cardboard 2YD | $30.52 | $33.42 | $35.93 | $37.19 | $38.49 | $39.84 |
| Compacted Cardboard 4YD | $61.05 | $66.85 | $71.86 | $74.38 | $76.98 | $79.67 |
| Compacted Cardboard 6YD | $91.57 | $100.27 | $107.79 | $111.57 | $115.47 | $119.51 |
| **Outside City** | | | | | | |
| **Commercial Dumpsters** | | | | | | |
| Commercial Dumpster Pickup 2YD | $86.79 | $95.04 | $102.16 | $105.74 | $109.44 | $113.27 |
| Commercial Dumpster Pickup 4YD | $161.62 | $176.97 | $190.24 | $196.90 | $203.79 | $210.92 |
| Commercial Dumpster Pickup 6YD | $210.13 | $230.09 | $247.35 | $256.00 | $264.96 | $274.24 |
| Commercial Dumpster Pickup 8YD | $263.12 | $288.11 | $309.72 | $320.56 | $331.78 | $343.39 |
| Cardboard 4YD | $40.47 | $44.31 | $47.64 | $49.31 | $51.03 | $52.82 |
| Cardboard 6YD | $52.65 | $57.65 | $61.98 | $64.14 | $66.39 | $68.71 |
| Cardboard 8YD | $65.93 | $72.19 | $77.60 | $80.32 | $83.13 | $86.04 |
| Commercial Bin Recycling | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| Paper 4YD | $26.93 | $29.49 | $31.70 | $32.81 | $33.95 | $35.14 |

Table Continued on Following Page

| Description | Current FY 2025 | FY 2026 | Proposed FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| **Compactors** | | | | | | |
| Compacted Trash 4YD | $348.89 | $382.03 | $410.68 | $425.06 | $439.93 | $455.33 |
| Compacted Trash 6YD | $523.32 | $573.04 | $616.02 | $637.58 | $659.89 | $682.99 |
| Compacted Cardboard 4YD | $87.21 | $95.50 | $102.66 | $106.25 | $109.97 | $113.82 |
| Compacted Cardboard 6YD | $130.82 | $143.25 | $154.00 | $159.39 | $164.97 | $170.74 |
| **Roll-Offs – By Pickups** | | | | | | |
| 20 yd - Roll Off | $450.00 | $492.75 | $529.71 | $548.25 | $567.43 | $587.29 |
| 30 yd - Roll Off | $525.00 | $574.88 | $617.99 | $639.62 | $662.01 | $685.18 |
| 40 yd - Roll Off | $600.00 | $657.00 | $706.28 | $730.99 | $756.58 | $783.06 |
| Trash Compactor | $300.00 | $328.50 | $353.14 | $365.50 | $378.29 | $391.53 |
| Cardboard Compactor | $200.00 | $219.00 | $235.43 | $243.66 | $252.19 | $261.02 |
| Disposal Per Ton | $64.00 | $70.08 | $75.34 | $77.97 | $80.70 | $83.53 |
| **Roll-Offs – By Pickups** | | | | | | |
| Disposal Minimum (per Load) | $44.00 | $48.18 | $51.79 | $53.61 | $55.48 | $57.42 |
| Disposal (Resident) (per Ton) | $68.00 | $74.46 | $80.04 | $82.85 | $85.75 | $88.75 |
| Disposal (Out of Town) (per Ton) | $82.00 | $89.79 | $96.52 | $99.90 | $103.40 | $107.02 |

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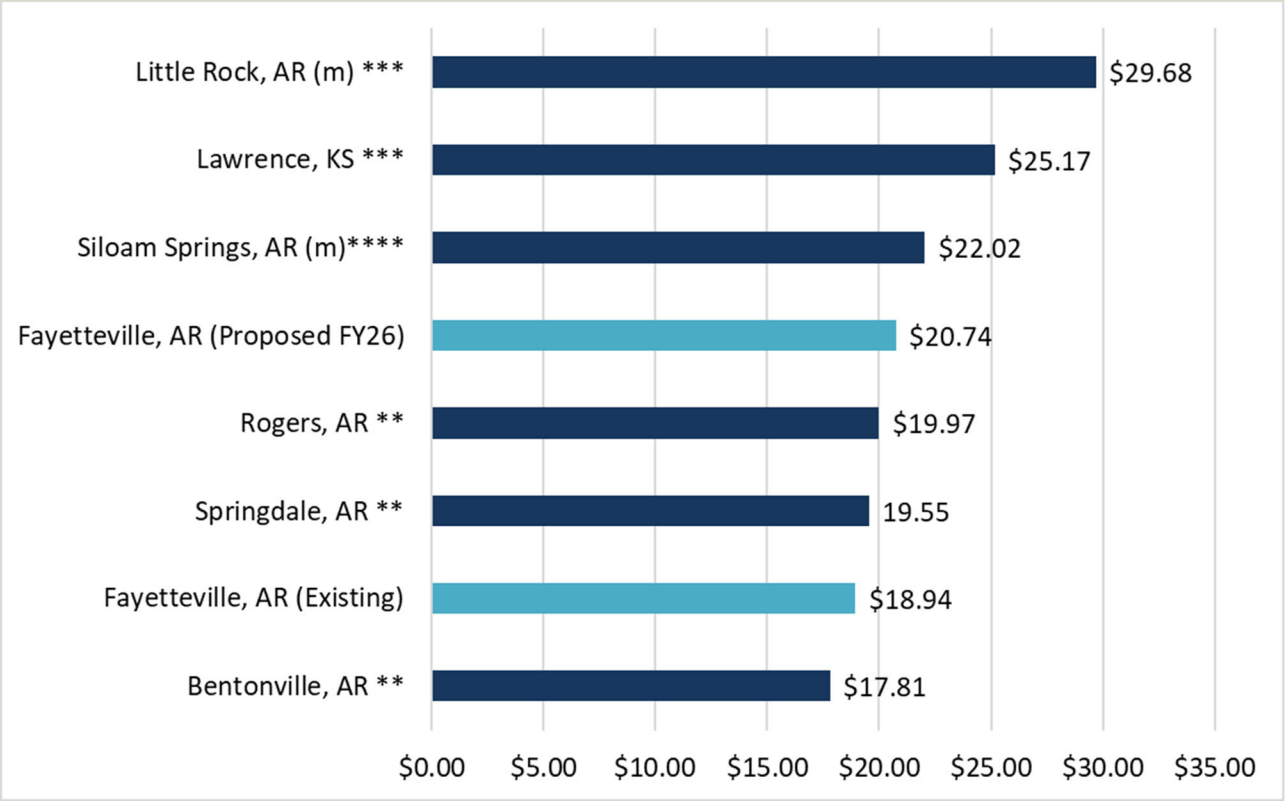
# 7. Solid Waste Fee Comparison

## 7.1. Monthly Residential Bill Comparison

For the purposes of this analysis, a solid waste fee comparison was prepared with other comparable entities for informational purposes. It should be noted that not all the entities in the comparison operate as an enterprise fund and service may be subsidized by the entity's general fund. Figure 7-1 shows a comparison of the residential single-family monthly rates for solid waste collection as of Fiscal Year 2025.

**Figure 7-1: Monthly Residential Fee Comparison**




*m = Municipally operated trash and recycling*
*** = Subscription yard waste collection or drop-off only for yard waste*
**** = Every other week recycling collection*
***** = Every other week yard waste collection*

Key observations from the comparison include: i) the City provides comparable levels of service to the other entities with weekly solid waste collection; ii) the City provides higher level of service, yard waste collection and drop-off operations, glass recycling and multiple pay-as-you-throw options; iii) while the survey did not assess whether other entities fully funded operations from user fees alone, it should be noted that the City's operations are funded exclusively from user fees and not subsidized by transfers from the general fund.

# APPENDIX:

Fayetteville Recycling and Trash Collection
Cost of Service Study for Solid Waste
Operating Cash Flow

| | Rev Class | Fund | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash Reserves** | | | $ 6,451,584 | $ 3,477,207 | $ 3,023,291 | $ 3,460,367 | $ 4,378,518 | $ 5,577,347 | $ 6,658,368 | $ 8,017,448 | $ 9,750,471 | $ 11,901,888 |
| **Rate Revenues** | | | | | | | | | | | | |
| Commercial Collection | Rate Revenue | 5010 | $3,664,273 | $3,726,153 | $3,801,120 | $3,862,598 | $3,928,646 | $3,995,906 | $4,063,583 | $4,125,323 | $4,192,107 | $4,259,471 |
| Residential Collection | Rate Revenue | 5020 | $7,142,476 | $7,270,064 | $7,378,694 | $7,487,519 | $7,596,266 | $7,705,013 | $7,813,742 | $7,922,414 | $8,031,311 | $8,140,467 |
| Commercial Drop Box | Rate Revenue | 5030 | $1,765,327 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 |
| Transfer Station Revenues | Rate Revenue | 5040 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 |
| Recycling | Rate Revenue | 5060 | $2,280,458 | $2,343,807 | $2,398,516 | $2,453,119 | $2,507,552 | $2,562,116 | $2,616,500 | $2,671,209 | $2,725,715 | $2,779,922 |
| Composting | Rate Revenue | 5070 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Total Rate Revenue Under Existing / Adopted Rates | | | $16,167,466 | $16,420,130 | $16,658,436 | $16,883,343 | $17,112,572 | $17,343,142 | $17,573,931 | $17,799,052 | $18,029,239 | $18,259,966 |
| **Revenue Adjustments** | | | | | | | | | | | | |
| **Year** | **Effective** | **Month** | **% Adj.** | | | | | | | | | |
| FY 2025 | 12 | January | 0.0% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| FY 2026 | 12 | January | 9.5% | | $1,559,912 | $1,582,551 | $1,603,918 | $1,625,694 | $1,647,598 | $1,669,523 | $1,690,910 | $1,712,778 | $1,734,697 |
| FY 2027 | 12 | January | 9.5% | | | $1,732,894 | $1,756,290 | $1,780,135 | $1,804,120 | $1,828,128 | $1,851,546 | $1,875,492 | $1,899,493 |
| FY 2028 | 12 | January | 5.5% | | | | $1,113,395 | $1,128,512 | $1,143,717 | $1,158,937 | $1,173,783 | $1,188,963 | $1,204,179 |
| FY 2029 | 12 | January | 4.5% | | | | | $974,111 | $987,236 | $1,000,373 | $1,013,188 | $1,026,291 | $1,039,425 |
| FY 2030 | 12 | January | 4.5% | | | | | | $1,031,662 | $1,045,390 | $1,058,782 | $1,072,474 | $1,086,199 |
| FY 2031 | 12 | January | 4.5% | | | | | | | $1,092,433 | $1,106,427 | $1,120,736 | $1,135,078 |
| FY 2032 | 12 | January | 4.5% | | | | | | | | $1,156,216 | $1,171,169 | $1,186,157 |
| FY 2033 | 12 | January | 4.5% | | | | | | | | | $1,223,871 | $1,239,534 |
| FY 2034 | 12 | January | 4.5% | | | | | | | | | | $1,295,313 |
| **Subtotal** | | | | **$0** | **$1,559,912** | **$3,315,445** | **$4,473,603** | **$5,508,453** | **$6,614,334** | **$7,794,785** | **$9,050,852** | **$10,391,773** | **$11,820,074** |
| **Total Revenues from Rates** | | | | **$16,167,466** | **$17,980,043** | **$19,973,882** | **$21,356,946** | **$22,621,024** | **$23,957,475** | **$25,368,717** | **$26,849,904** | **$28,421,012** | **$30,080,040** |
| **Other Revenues** | Fund | Classification | GL Code | | | | | | | | | |
| Franchise Fees | 5000 | Franchise Fees | 4105.10 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 |
| Franchise Fees Waste Management | 5000 | Franchise Fees | 4105.07 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 |
| Solid Waste Fees | 5000 | Other | 4430.00 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 |
| Solid Waste Tax | 5000 | Other | 4430.02 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Non routine Maint Fee | 5000 | Other | 4430.27 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Long Term Lease Sales Tax | 5000 | Other | 4435.20 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Miscellaneous | 5000 | Other | 6999.00 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 |
| Solid Waste Fees Dumpster Lease | 5010 | Lease | 4430.24 | $386,675 | $398,528 | $410,440 | $422,304 | $434,216 | $446,081 | $457,965 | $470,140 | $481,742 | $493,654 |
| Long Term Lease | 5030 | Lease | 4435.00 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 |
| Long Term Lease Short Term Rental | 5030 | Lease | 4435.02 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Recycling Revenue Glass | 5060 | Recycle | 4430.04 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 |
| Recycling Revenue Aluminum | 5060 | Recycle | 4430.05 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 |
| Recycling Revenue Newspaper | 5060 | Recycle | 4430.06 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Recycling Revenue Composting | 5060 | Recycle | 4430.07 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 |
| Recycling Revenue Cardboard | 5060 | Recycle | 4430.08 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 |
| Petroleum Plastic | 5060 | Recycle | 4430.09 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 |
| HDPE Plastic | 5060 | Recycle | 4430.10 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 |
| Office Paper | 5060 | Recycle | 4430.12 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 |
| Freon Recovery | 5060 | Recycle | 4430.14 | $542 | $542 | $542 | $542 | $542 | $542 | $542 | $542 | $542 | $542 |
| Recycling Revenue Steel Cans | 5060 | Recycle | 4430.16 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 |
| Recycling Revenue Scrap Metal | 5060 | Recycle | 4430.28 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 |
| Apartment Recycling | 5060 | Recycle | 4430.30 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Recycle Bids and Carts | 5060 | Recycle | 4430.31 | $888 | $888 | $888 | $888 | $888 | $888 | $888 | $888 | $888 | $888 |
| **Subtotal** | | | | **$1,797,702** | **$1,809,555** | **$1,821,467** | **$1,833,332** | **$1,845,244** | **$1,857,109** | **$1,868,992** | **$1,881,168** | **$1,892,769** | **$1,904,681** |
| **Investment Income** | | | | | | | | | | | | |
| Interest Rate | | | | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** |
| Investment Income | | | | $62,055 | $40,628 | $40,523 | $48,993 | $62,224 | $76,473 | $91,724 | $111,049 | $135,327 | $164,638 |
| **Total Revenues** | | | | **$18,027,223** | **$19,830,226** | **$21,835,872** | **$23,239,271** | **$24,528,492** | **$25,891,057** | **$27,329,433** | **$28,842,121** | **$30,449,108** | **$32,149,360** |
| **Revenue Model Check (s/b zero)** | | | | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **O&M Expenses** | | | | | | | | | | | | |
| Direct Labor Costs | | Labor | | $5,765,615 | $6,025,068 | $6,296,196 | $6,579,524 | $6,875,602 | $7,185,004 | $7,508,328 | $7,846,204 | $8,199,282 | $8,568,250 |
| Insurance | | Benefits | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| General - Inflation | | Gen-Inflation | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Maintenance | | Maintenance | | $80,200 | $83,408 | $86,744 | $90,216 | $93,825 | $97,578 | $101,480 | $105,539 | $109,759 | $114,147 |
| Disposal | | Disposal | | $4,081,202 | $4,175,720 | $4,415,615 | $4,667,018 | $4,930,648 | $5,206,658 | $5,496,292 | $5,800,406 | $6,119,248 | $6,451,770 |
| Fuel | | Fuel | | $501,759 | $524,338 | $547,932 | $572,589 | $598,355 | $625,280 | $653,418 | $682,821 | $713,548 | $745,658 |
| Fleet | | Fleet | | $3,780,108 | $3,931,314 | $4,088,568 | $4,252,110 | $4,422,196 | $4,599,085 | $4,783,049 | $4,974,369 | $5,173,343 | $5,380,276 |
| Supplies | | Supplies | | $624,190 | $649,158 | $675,126 | $702,132 | $730,218 | $759,427 | $789,807 | $821,398 | $854,254 | $888,423 |
| Other Charges and Services | | ProfSvc | | $2,653,953 | $2,786,655 | $2,925,988 | $3,072,294 | $3,225,910 | $3,387,205 | $3,556,564 | $3,734,396 | $3,921,117 | $4,117,172 |
| Interfund Transfers/Contribution to Reserves | | Constant | | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 |
| Capital Appropriations | | Capital | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Incremental Expeneses | | Incremental | | $0 | $7,709 | $237,855 | $255,464 | $274,137 | $607,027 | $906,042 | $953,673 | $1,003,745 | $1,127,190 |
| **Total O&M Expenses** | | | | **$18,408,799** | **$19,105,142** | **$20,195,796** | **$21,113,119** | **$22,072,664** | **$23,389,036** | **$24,716,753** | **$25,840,578** | **$27,016,067** | **$28,314,658** |
| | | | | 12.9% | 3.8% | 5.7% | 4.5% | 4.5% | 6.0% | 5.7% | 4.5% | 4.5% | 4.8% |
| **Capital Expenses funded by Rates** | | | | | | | | | | | | |
| Containers | | Containers | | $404,792 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 |
| Equipment | | Equipment | | $76,382 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 |
| Vehicles | | Vehicles | | $305,608 | $750,000 | $800,000 | $800,000 | $850,000 | $900,000 | $820,000 | $834,000 | $840,800 | $848,960 |
| Technology | | Technology | | $11,696 | $69,000 | $43,000 | $48,000 | $47,000 | $61,000 | $53,600 | $50,520 | $52,024 | $52,829 |

| Fayetteville Recycling and Trash Collection<br>Cost of Service Study for Solid Waste<br>Operating Cash Flow | Rev Class | Fund | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Infrastructure | | Infrastructure | $1,211,922 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Maintenance / Repair | | Maintenance / Repair | $13,291 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Other | | Other | $569,111 | $0 | $0 | $0 | $0 | $100,000 | $20,000 | $24,000 | $28,800 | $34,560 |
| Cart Grants | | Cart Grants | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total CIP** | | | **$2,592,802** | **$1,179,000** | **$1,203,000** | **$1,208,000** | **$1,257,000** | **$1,421,000** | **$1,253,600** | **$1,268,520** | **$1,281,624** | **$1,296,349** |
| **Debt Service** | | | | | | | | | | | | |
| Existing Debt Service | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Proposed Debt Service | | | | | | | | | | | | |
| Long Term Debt | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Capital Leases | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total Debt Service** | | | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **Tranfers** | | | | | | | | | | | | |
| Subtotal Transfers | | | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **Net Cash Flow** | | | **($2,974,377)** | **($453,916)** | **$437,076** | **$918,151** | **$1,198,829** | **$1,081,021** | **$1,359,080** | **$1,733,023** | **$2,151,417** | **$2,538,353** |
| **Ending Cash Reserves** | | | **$3,477,207** | **$3,023,291** | **$3,460,367** | **$4,378,518** | **$5,577,347** | **$6,658,368** | **$8,017,448** | **$9,750,471** | **$11,901,888** | **$14,440,241** |
| **Operating Reserve Target** | **Y** | **120** | **$6,052,208** | **$6,281,143** | **$6,639,714** | **$6,941,300** | **$7,256,766** | **$7,689,546** | **$8,126,056** | **$8,495,532** | **$8,881,995** | **$9,308,929** |
| **Net Above / (Below) Target** | | | **($2,575,001)** | **($3,257,852)** | **($3,179,347)** | **($2,562,782)** | **($1,679,419)** | **($1,031,178)** | **($108,608)** | **$1,254,939** | **$3,019,893** | **$5,131,312** |

**Fayetteville Recycling and Trash Collection**
**Cost of Service Study for Solid Waste**
**Expense Forecast**

| | | | Actual FY 2023 | Actual FY 2024 | FY 2025 Budgeted | Adjustments | Adjusted FY 2025 | Projected FY 2026 | Projected FY 2027 | Projected FY 2028 | Projected FY 2029 | Projected FY 2030 | Projected FY 2031 | Projected FY 2032 | Projected FY 2033 | Projected FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Expense Summary by Inflation Factor** | | | | | | | | | | | | | | | | |
| | Labor | Direct Labor Costs | $4,860,173 | $4,839,388 | $5,765,615 | $0 | $5,765,615 | $6,025,068 | $6,296,196 | $6,579,524 | $6,875,602 | $7,185,004 | $7,508,328 | $7,846,204 | $8,199,282 | $8,568,250 |
| | Benefits | Insurance | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Gen-Inflation | General - Inflation | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Maintenance | Maintenance | $166,329 | $197,050 | $80,200 | $0 | $80,200 | $83,408 | $86,744 | $90,216 | $93,825 | $97,578 | $101,480 | $105,539 | $109,759 | $114,147 |
| | Disposal | Disposal | $2,531,456 | $2,928,615 | $3,495,403 | $585,799 | $4,081,202 | $4,175,720 | $4,415,615 | $4,667,018 | $4,930,648 | $5,206,658 | $5,496,292 | $5,800,406 | $6,119,248 | $6,451,770 |
| | Fuel | Fuel | $469,910 | $587,362 | $501,759 | $0 | $501,759 | $524,338 | $547,932 | $572,589 | $598,355 | $625,280 | $653,418 | $682,821 | $713,548 | $745,658 |
| | Fleet | Fleet | $3,133,953 | $3,367,906 | $3,780,108 | $0 | $3,780,108 | $3,931,314 | $4,088,568 | $4,252,110 | $4,422,196 | $4,599,085 | $4,783,049 | $4,974,369 | $5,173,343 | $5,380,276 |
| | Supplies | Supplies | $559,587 | $609,147 | $624,190 | $0 | $624,190 | $649,158 | $675,126 | $702,132 | $730,218 | $759,427 | $789,807 | $821,398 | $854,254 | $888,423 |
| | ProfSvc | Other Charges and Services | $2,049,414 | $2,637,090 | $2,653,953 | $0 | $2,653,953 | $2,786,655 | $2,925,988 | $3,072,294 | $3,225,910 | $3,387,205 | $3,556,564 | $3,734,396 | $3,921,117 | $4,117,172 |
| | Constant | Interfund Transfers/Contribution to Reserves | $864,049 | $1,092,124 | $921,772 | $0 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 |
| | Capital | Capital Appropriations | $25,071 | $47,852 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Incremental | Incremental Expenses | $0 | $0 | $0 | $0 | $0 | $7,709 | $237,855 | $255,464 | $274,137 | $607,027 | $906,042 | $953,673 | $1,003,745 | $1,127,190 |
| | Eliminate | Eliminate | $899,127 | $1,665,625 | $905,000 | ($905,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Total | | $15,559,069 | $17,972,160 | $18,728,000 | ($319,201) | $18,408,799 | $19,105,142 | $20,195,796 | $21,113,119 | $22,072,664 | $23,389,036 | $24,716,753 | $25,840,578 | $27,016,067 | $28,314,658 |
| **Expense Summary by Cost Center** | | | | | | | | | | | | | | | | |
| | 5000 | 5000 - Operations & Administration | $2,552,748 | $2,979,280 | $3,150,908 | $0 | $3,150,908 | $3,272,340 | $3,399,539 | $3,532,783 | $3,672,355 | $3,818,560 | $3,971,713 | $4,132,150 | $4,300,213 | $4,476,267 |
| | 5010 | 5010 - Commercial Collections | $2,883,135 | $3,203,700 | $3,697,127 | $268,959 | $3,966,086 | $4,124,575 | $4,351,589 | $4,589,655 | $4,839,214 | $5,100,453 | $5,374,648 | $5,662,874 | $5,964,873 | $6,279,763 |
| | 5020 | 5020 - Residential Collections | $2,716,242 | $3,050,344 | $3,126,387 | $231,346 | $3,357,733 | $3,480,540 | $3,641,814 | $3,810,313 | $3,986,410 | $4,483,533 | $4,689,056 | $4,903,606 | $5,127,880 | $5,362,172 |
| | 5030 | 5030 - Commercial Drop Box Collections | $761,185 | $819,524 | $994,592 | $28,645 | $1,023,237 | $1,043,665 | $1,083,774 | $1,125,420 | $1,168,748 | $1,213,797 | $1,260,613 | $1,309,238 | $1,359,824 | $1,412,421 |
| | 5040 | 5040 - Transfer Station | $1,672,263 | $1,990,534 | $2,221,338 | $56,850 | $2,278,188 | $2,350,478 | $2,453,822 | $2,561,767 | $2,674,643 | $2,792,638 | $2,915,954 | $3,044,800 | $3,179,543 | $3,320,413 |
| | 5060 | 5060 - Recycling | $2,917,171 | $3,048,739 | $3,285,561 | $0 | $3,285,561 | $3,431,544 | $3,806,027 | $3,974,304 | $4,150,252 | $4,334,225 | $4,791,416 | $5,004,185 | $5,226,663 | $5,530,104 |
| | 5070 | 5070 - Composting | $1,157,198 | $1,214,414 | $1,347,087 | $0 | $1,347,087 | $1,402,001 | $1,459,231 | $1,518,878 | $1,581,042 | $1,645,830 | $1,713,352 | $1,783,725 | $1,857,072 | $1,933,517 |
| | 5080 | 5080 - Solid Waste Projects | $899,127 | $1,665,625 | $905,000 | ($905,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Total | | $15,559,069 | $17,972,160 | $18,728,000 | | $18,408,799 | $19,105,142 | $20,195,796 | $21,113,119 | $22,072,664 | $23,389,036 | $24,716,753 | $25,840,578 | $27,016,067 | $28,314,658 |

| Cost Center Description | Expense Category | | Escalation Factor | Actual FY 2023 | Actual FY 2024 | Budgeted Budgeted | Adjustments | Adjusted FY 2025 | Projected FY 2026 | Projected FY 2027 | Projected FY 2028 | Projected FY 2029 | Projected FY 2030 | Projected FY 2031 | Projected FY 2032 | Projected FY 2033 | Projected FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Inflation Factors** | | | | | | | | | | | | | | | | | |
| Direct Labor Costs | | | **Labor** | | | 4.50% | | | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% |
| Insurance | | | **Benefits** | | | 4.00% | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| General - Inflation | | | **Gen-Inflation** | | | 4.25% | | | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% |
| Maintenance | | | **Maintenance** | | | 4.00% | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Disposal | | | **Disposal** | | | 5.00% | | | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Fuel | | | **Fuel** | | | 4.50% | | | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% |
| Fleet | | | **Fleet** | | | 4.00% | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Supplies | | | **Supplies** | | | 4.00% | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Other Charges and Services | | | **ProfSvc** | | | 5.00% | | | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Interfund Transfers/Contribution to Reserves | | | **Constant** | | | 0.00% | | | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| Eliminate | | | **Eliminate** | | | -100.00% | | | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) |
| Capital Appropriations | | | **Capital** | | | 7.00% | | | 7.00% | 6.00% | 5.50% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| **5000 - Operations & Administration** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5000 | | Labor | $847,096 | $677,149 | $1,086,343 | $0 | $1,086,343 | $1,135,228 | $1,186,313 | $1,239,697 | $1,295,483 | $1,353,780 | $1,414,700 | $1,478,362 | $1,544,888 | $1,614,408 |
| Materials & Supplies | 5000 | | Supplies | $57,691 | $59,953 | $81,037 | $0 | $81,037 | $84,278 | $87,649 | $91,155 | $94,801 | $98,593 | $102,537 | $106,638 | $110,904 | $115,340 |
| Services and Charges | 5000 | | ProfSvc | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Public Notification : | 5000 | 5500.750.5000-5301.00 | ProfSvc | $228 | $750 | $500 | $0 | $500 | $525 | $551 | $579 | $608 | $638 | $670 | $704 | $739 | $776 |
| Uniforms/Personal Equipment | 5000 | 5500.750.5000-5302.00 | ProfSvc | $65,474 | $65,140 | $65,000 | $0 | $65,000 | $68,250 | $71,663 | $75,246 | $79,008 | $82,958 | $87,106 | $91,461 | $96,034 | $100,836 |
| Publications & Dues : | 5000 | 5500.750.5000-5303.00 | ProfSvc | $50,629 | $60,000 | $60,000 | $0 | $60,000 | $63,000 | $66,150 | $69,458 | $72,931 | $76,578 | $80,407 | $84,427 | $88,648 | $93,080 |
| Travel & Training : | 5000 | 5500.750.5000-5304.00 | ProfSvc | $15,957 | $28,100 | $25,000 | $0 | $25,000 | $26,250 | $27,563 | $28,941 | $30,388 | $31,907 | $33,502 | $35,177 | $36,936 | $38,783 |
| Postage Postage | 5000 | 5500.750.5000-5305.00 | ProfSvc | $172,058 | $204,620 | $166,910 | $0 | $166,910 | $175,256 | $184,019 | $193,220 | $202,881 | $213,025 | $223,676 | $234,860 | $246,603 | $258,933 |
| Business Meals | 5000 | 5500.750.5000-5306.00 | ProfSvc | $0 | $150 | $150 | $0 | $150 | $158 | $166 | $174 | $183 | $192 | $202 | $212 | $223 | $234 |
| Audit Expense : | 5000 | 5500.750.5000-5307.00 | ProfSvc | $5,500 | $5,500 | $5,775 | $0 | $5,775 | $6,064 | $6,367 | $6,685 | $7,019 | $7,370 | $7,739 | $8,126 | $8,532 | $8,959 |
| Rental Equipment | 5000 | 5500.750.5000-5308.03 | ProfSvc | $4,879 | $500 | $500 | $0 | $500 | $525 | $551 | $579 | $608 | $638 | $670 | $704 | $739 | $776 |
| Lease Software | 5000 | 5500.750.5000-5309.02 | ProfSvc | $6,542 | $14,400 | $12,294 | $0 | $12,294 | $12,909 | $13,554 | $14,232 | $14,944 | $15,691 | $16,476 | $17,300 | $18,165 | $19,073 |
| Utilities Telephone | 5000 | 5500.750.5000-5310.01 | ProfSvc | $14,535 | $21,655 | $21,655 | $0 | $21,655 | $22,738 | $23,875 | $25,069 | $26,322 | $27,638 | $29,020 | $30,471 | $31,995 | $33,595 |
| Utilities AEP Electric | 5000 | 5500.750.5000-5310.10 | ProfSvc | $39,164 | $38,950 | $23,950 | $0 | $23,950 | $25,148 | $26,405 | $27,725 | $29,111 | $30,567 | $32,095 | $33,700 | $35,385 | $37,154 |
| Utilities Fayetteville Water/Sewer | 5000 | 5500.750.5000-5310.30 | ProfSvc | $8,154 | $8,300 | $8,300 | $0 | $8,300 | $8,715 | $9,151 | $9,609 | $10,089 | $10,593 | $11,123 | $11,679 | $12,263 | $12,876 |
| Utilities Black Hills Energy | 5000 | 5500.750.5000-5310.50 | ProfSvc | $2,620 | $9,500 | $9,500 | $0 | $9,500 | $9,975 | $10,474 | $10,998 | $11,548 | $12,125 | $12,731 | $13,368 | $14,036 | $14,738 |
| Utilities Ozarks Electric | 5000 | 5500.750.5000-5310.60 | ProfSvc | $649 | $600 | $600 | $0 | $600 | $630 | $662 | $695 | $730 | $767 | $805 | $845 | $887 | $931 |
| Insurance Vehicles/Buildings | 5000 | 5500.750.5000-5311.00 | ProfSvc | $14,605 | $25,890 | $25,890 | $0 | $25,890 | $27,185 | $28,544 | $29,971 | $31,470 | $33,044 | $34,696 | $36,431 | $38,253 | $40,166 |
| Insurance Self (Third Party Damage) | 5000 | 5500.750.5000-5311.03 | ProfSvc | $0 | $6,300 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Insurance Self (Non-Vehicle Damage) | 5000 | 5500.750.5000-5311.04 | ProfSvc | $0 | $500 | $500 | $0 | $500 | $525 | $551 | $579 | $608 | $638 | $670 | $704 | $739 | $776 |
| Professional Services : | 5000 | 5500.750.5000-5314.00 | ProfSvc | $27 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Contract Services : | 5000 | 5500.750.5000-5315.00 | ProfSvc | ($12,121) | $132,600 | $144,200 | $0 | $144,200 | $151,410 | $158,981 | $166,930 | $175,277 | $184,041 | $193,243 | $202,905 | $213,050 | $223,703 |
| Bad Debt Expense | 5000 | 5500.750.5000-5319.00 | ProfSvc | $110,929 | $100,000 | $100,000 | $0 | $100,000 | $105,000 | $110,250 | $115,763 | $121,551 | $127,629 | $134,010 | $140,711 | $147,747 | $155,134 |
| Bank Charges Credit Card | 5000 | 5500.750.5000-5320.02 | ProfSvc | $92,385 | $124,300 | $100,000 | $0 | $100,000 | $105,000 | $110,250 | $115,763 | $121,551 | $127,629 | $134,010 | $140,711 | $147,747 | $155,134 |
| In Lieu Of Taxes Solid Waste | 5000 | 5500.750.5000-5321.02 | ProfSvc | $446,822 | $464,182 | $511,000 | $0 | $511,000 | $536,550 | $563,378 | $591,547 | $621,124 | $652,180 | $684,789 | $719,028 | $754,979 | $792,728 |
| In Lieu Of Taxes Other | 5000 | 5500.750.5000-5321.99 | ProfSvc | $0 | $13,461 | $33,561 | $0 | $33,561 | $35,239 | $37,001 | $38,851 | $40,794 | $42,834 | $44,976 | $47,225 | $49,586 | $52,065 |
| Recognition Employee | 5000 | 5500.750.5000-5329.00 | ProfSvc | $1,383 | $1,200 | $1,200 | $0 | $1,200 | $1,260 | $1,323 | $1,389 | $1,458 | $1,531 | $1,608 | $1,688 | $1,772 | $1,861 |
| Collection Expense | 5000 | 5500.750.5000-5333.00 | ProfSvc | $390 | $1,750 | $1,750 | $0 | $1,750 | $1,838 | $1,930 | $2,027 | $2,128 | $2,234 | $2,346 | $2,463 | $2,586 | $2,715 |
| Sales Tax Inventory Items | 5000 | 5500.750.5000-5372.00 | ProfSvc | $11,367 | $14,000 | $14,000 | $0 | $14,000 | $14,700 | $15,435 | $16,207 | $17,017 | $17,868 | $18,761 | $19,699 | $20,684 | $21,718 |
| Motorpool | 5000 | | Fleet | ($0) | ($2) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5000 | 5500.750.5000-5331.00 | Fleet | $1,736 | $1,956 | $2,270 | $0 | $2,270 | $2,361 | $2,455 | $2,553 | $2,655 | $2,761 | $2,871 | $2,986 | $3,105 | $3,229 |
| Motorpool Charges Replacement | 5000 | 5500.750.5000-5331.01 | Fleet | $10,542 | $11,342 | $11,680 | $0 | $11,680 | $12,147 | $12,633 | $13,138 | $13,664 | $14,211 | $14,779 | $15,370 | $15,985 | $16,624 |
| Motorpool Charges Shop Overhead | 5000 | 5500.750.5000-5331.02 | Fleet | $1,111 | $1,057 | $1,534 | $0 | $1,534 | $1,595 | $1,659 | $1,725 | $1,794 | $1,866 | $1,941 | $2,019 | $2,100 | $2,184 |
| Motorpool Charges Shop OH Insurance | 5000 | 5500.750.5000-5331.03 | Fleet | $488 | $203 | $677 | $0 | $677 | $704 | $732 | $761 | $791 | $823 | $856 | $890 | $926 | $963 |
| Cost Allocation | 5000 | | Constant | $481,380 | $583,932 | $583,932 | $0 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 |
| Maintenance | 5000 | | Maintenance | $0 | $9,389 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Building & Grounds Maintenance | 5000 | 5500.750.5000-5400.00 | Maintenance | $75,230 | $142,500 | $50,000 | $0 | $50,000 | $52,000 | $54,080 | $56,243 | $58,493 | $60,833 | $63,266 | $65,797 | $68,429 | $71,166 |
| Equipment Maint Office Machine | 5000 | 5500.750.5000-5401.00 | Maintenance | $0 | $500 | $500 | $0 | $500 | $520 | $541 | $563 | $586 | $609 | $633 | $658 | $684 | $711 |
| Maintenance Vehicle & Machine | 5000 | 5500.750.5000-5403.00 | Maintenance | $225 | $500 | $500 | $0 | $500 | $520 | $541 | $563 | $586 | $609 | $633 | $658 | $684 | $711 |
| Debt Service | 5000 | | Constant | $0 | $0 | $100 | $0 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 |
| Capital | 5000 | | Capital | $0 | $47,852 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Non-Operating Interest | 5000 | | Capital | $25,071 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Operating Transfers Out | 5000 | | Constant | $0 | $100,500 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | $2,552,748 | $2,979,280 | $3,150,908 | $0 | $3,150,908 | $3,272,340 | $3,399,539 | $3,532,783 | $3,672,355 | $3,818,560 | $3,971,713 | $4,132,150 | $4,300,213 | $4,476,267 |
| **5010 - Commercial Collections** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5010 | | Labor | $567,843 | $644,009 | $770,569 | $0 | $770,569 | $805,245 | $841,481 | $879,348 | $918,919 | $960,270 | $1,003,482 | $1,048,639 | $1,095,828 | $1,145,140 |
| Materials & Supplies | 5010 | | Supplies | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Minor Equipment : | 5010 | 5500.750.5010-5210.00 | Supplies | $2,374 | $3,090 | $2,890 | $0 | $2,890 | $3,006 | $3,126 | $3,251 | $3,381 | $3,516 | $3,657 | $3,803 | $3,955 | $4,113 |
| Signs : | 5010 | 5500.750.5010-5212.00 | Supplies | $1,478 | $1,270 | $2,000 | $0 | $2,000 | $2,080 | $2,163 | $2,250 | $2,340 | $2,434 | $2,531 | $2,632 | $2,737 | $2,846 |
| Fuel Unleaded/Diesel | 5010 | 5500.750.5010-5213.04 | Fuel | $154,001 | $184,842 | $163,874 | $0 | $163,874 | $171,248 | $178,954 | $187,007 | $195,422 | $204,216 | $213,406 | $223,009 | $233,044 | $243,531 |
| Container Maint Supplies : | 5010 | 5500.750.5010-5226.00 | Supplies | $3,348 | $14,450 | $13,800 | $0 | $13,800 | $14,352 | $14,926 | $15,523 | $16,144 | $16,790 | $17,462 | $18,160 | $18,886 | $19,641 |
| Containers RTC | 5010 | 5500.750.5010-5227.00 | Supplies | $197,331 | $218,416 | $181,000 | $0 | $181,000 | $188,240 | $195,770 | $203,601 | $211,745 | $220,215 | $229,024 | $238,185 | $247,712 | $257,620 |
| Services and Charges | 5010 | | ProfSvc | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Insurance Self (City Vehicles) | 5010 | 5500.750.5010-5311.01 | ProfSvc | $982 | $2,000 | $2,000 | $0 | $2,000 | $2,100 | $2,205 | $2,315 | $2,431 | $2,553 | $2,681 | $2,815 | $2,956 | $3,104 |
| Insurance Self (Non-Vehicle Damage) | 5010 | 5500.750.5010-5311.04 | ProfSvc | $0 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Disposal Solid Waste | 5010 | 5500.750.5010-5316.00 | Disposal | $1,006,972 | $1,214,055 | $1,444,745 | $268,959 | $1,713,704 | $1,781,120 | $1,913,208 | $2,052,327 | $2,198,753 | $2,352,492 | $2,514,634 | $2,686,064 | $2,866,321 | $3,054,313 |
| Motorpool | 5010 | | Fleet | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5010 | 5500.750.5010-5331.00 | Fleet | $260,259 | $204,941 | $237,609 | $0 | $237,609 | $247,113 | $256,998 | $267,278 | $277,969 | $289,088 | $300,652 | $312,678 | $325,185 | $338,192 |
| Motorpool Charges Replacement | 5010 | 5500.750.5010-5331.01 | Fleet | $490,472 | $546,928 | $661,428 | $0 | $661,428 | $687,885 | $715,400 | $744,016 | $773,777 | $804,728 | $836,917 | $870,394 | $905,210 | $941,418 |
| Motorpool Charges Shop Overhead | 5010 | 5500.750.5010-5331.02 | Fleet | $54,288 | $53,124 | $85,442 | $0 | $85,442 | $88,860 | $92,414 | $96,111 | $99,955 | $103,953 | $108,111 | $112,435 | $116,932 | $121,609 |
| Motorpool Charges Shop OH Insurance | 5010 | 5500.750.5010-5331.03 | Fleet | $21,835 | $16,920 | $28,766 | $0 | $28,766 | $29,917 | $31,114 | $32,359 | $33,653 | $34,999 | $36,399 | $37,855 | $39,369 | $40,944 |
| Cost Allocation | 5010 | | Constant | $76,584 | $92,904 | $92,904 | $0 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 |
| Maintenance | 5010 | | Maintenance | $45,370 | $6,651 | $10,000 | $0 | $10,000 | $10,400 | $10,816 | $11,249 | $11,699 | $12,167 | $12,654 | $13,160 | $13,686 | $14,233 |
| | | | | $2,883,135 | $3,203,700 | $3,697,127 | $268,959 | $3,966,086 | $4,124,575 | $4,351,589 | $4,589,655 | $4,839,214 | $5,100,453 | $5,374,648 | $5,662,874 | $5,964,873 | $6,279,763 |
| **5020 - Residential Collections** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5020 | | Labor | $846,296 | $902,119 | $1,001,269 | $0 | $1,001,269 | $1,046,326 | $1,093,411 | $1,142,614 | $1,194,032 | $1,247,763 | $1,303,912 | $1,362,588 | $1,423,904 | $1,487,980 |
| Materials & Supplies | 5020 | | Supplies | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Supplies Office/Printing | 5020 | 5500.750.5020-5200.00 | Supplies | $0 | $2,000 | $800 | $0 | $800 | $832 | $865 | $900 | $936 | $973 | $1,012 | $1,052 | $1,094 | $1,138 |
| Minor Equipment : | 5020 | 5500.750.5020-5210.00 | Supplies | $100,849 | $106,800 | $100,000 | $0 | $100,000 | $104,000 | $108,160 | $112,486 | $116,985 | $121,664 | $126,531 | $131,592 | $136,856 | $142,330 |
| Fuel Unleaded/Diesel | 5020 | 5500.750.5020-5213.04 | Fuel | $170,829 | $202,720 | $166,044 | $0 | $166,044 | $173,516 | $181,324 | $189,484 | $198,011 | $206,921 | $216,232 | $225,962 | $236,130 | $246,756 |
| Solid Waste Collection Supplies | 5020 | 5500.750.5020-5225.00 | Supplies | $2,083 | $3,500 | $1,000 | $0 | $1,000 | $1,040 | $1,082 | $1,125 | $1,170 | $1,217 | $1,266 | $1,317 | $1,370 | $1,425 |
| Services and Charges | 5020 | | ProfSvc | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Insurance Self (City Vehicles) | 5020 | 5500.750.5020-5311.01 | ProfSvc | $462 | $2,550 | $1,350 | $0 | $1,350 | $1,418 | $1,489 | $1,563 | $1,641 | $1,723 | $1,809 | $1,899 | $1,994 | $2,094 |
| Insurance Self (Non-Vehicle Damage) | 5020 | 5500.750.5020-5311.04 | ProfSvc | $0 | $250 | $250 | $0 | $250 | $263 | $276 | $290 | $305 | $320 | $336 | $353 | $371 | $390 |
| Disposal Solid Waste | 5020 | 5500.750.5020-5316.00 | Disposal | $623,701 | $749,849 | $814,151 | $231,346 | $1,045,497 | $1,072,599 | $1,134,077 | $1,198,515 | $1,266,099 | $1,336,978 | $1,411,307 | $1,489,055 | $1,570,679 | $1,656,222 |
| Motorpool | 5020 | | Fleet | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5020 | 5500.750.5020-5331.00 | Fleet | $244,092 | $236,810 | $202,277 | $0 | $202,277 | $210,368 | $218,783 | $227,534 | $236,635 | $246,100 | $255,944 | $266,182 | $276,829 | $287,902 |
| Motorpool Charges Replacement | 5020 | 5500.750.5020-5331.01 | Fleet | $583,553 | $678,883 | $656,390 | $0 | $656,390 | $682,646 | $709,952 | $738,350 | $767,884 | $798,599 | $830,543 | $863,765 | $898,316 | $934,249 |
| Motorpool Charges Shop Overhead | 5020 | 5500.750.5020-5331.02 | Fleet | $60,530 | $65,640 | $86,166 | $0 | $86,166 | $89,613 | $93,198 | $96,926 | $100,803 | $104,835 | $109,028 | $113,389 | $117,925 | $122,642 |
| Motorpool Charges Shop OH Insurance | 5020 | 5500.750.5020-5331.03 | Fleet | $25,580 | $21,464 | $27,926 | $0 | $27,926 | $29,043 | $30,205 | $31,413 | $32,670 | $33,977 | $35,336 | $36,749 | $38,219 | $39,748 |
| Cost Allocation | 5020 | | Constant | $54,384 | $65,964 | $65,964 | $0 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 |
| Maintenance | 5020 | | Maintenance | $3,882 | $11,795 | $2,800 | $0 | $2,800 | $2,912 | $3,028 | $3,149 | $3,275 | $3,406 | $3,542 | $3,684 | $3,831 | $3,984 |
| | | | | $2,716,242 | $3,050,344 | $3,126,387 | $231,346 | $3,357,733 | $3,480,540 | $3,641,814 | $3,810,313 | $3,986,410 | $4,170,440 | $4,362,762 | $4,563,551 | $4,773,482 | $4,992,824 |
| **5030 - Commercial Drop Box Collections** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5030 | | Labor | $180,890 | $207,943 | $227,005 | $0 | $227,005 | $237,220 | $247,895 | $259,050 | $270,707 | $282,889 | $295,619 | $308,922 | $322,823 | $337,350 |
| Materials & Supplies | 5030 | | Supplies | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Minor Equipment : | 5030 | 5500.750.5030-5210.00 | Supplies | $666 | $1,379 | $1,279 | $0 | $1,279 | $1,330 | $1,383 | $1,438 | $1,496 | $1,556 | $1,618 | $1,683 | $1,750 | $1,820 |
| Signs : | 5030 | 5500.750.5030-5212.00 | Supplies | $22 | $0 | $1,000 | $0 | $1,000 | $1,040 | $1,082 | $1,125 | $1,170 | $1,217 | $1,266 | $1,317 | $1,370 | $1,425 |
| Fuel Unleaded/Diesel | 5030 | 5500.750.5030-5213.04 | Fuel | $33,600 | $55,084 | $48,068 | $0 | $48,068 | $50,231 | $52,491 | $54,853 | $57,321 | $59,900 | $62,596 | $65,413 | $68,357 | $71,433 |
| Container Maint Supplies : | 5030 | 5500.750.5030-5226.00 | Supplies | $252 | $500 | $500 | $0 | $500 | $520 | $541 | $563 | $586 | $609 | $633 | $658 | $684 | $711 |
| Services and Charges | 5030 | | ProfSvc | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Contract Services : | 5030 | 5500.750.5030-5315.00 | ProfSvc | $6,002 | $8,000 | $8,000 | $0 | $8,000 | $8,400 | $8,820 | $9,261 | $9,724 | $10,210 | $10,721 | $11,257 | $11,820 | $12,411 |
| Disposal Solid Waste | 5030 | 5500.750.5030-5316.00 | Disposal | $419,574 | $420,959 | $507,759 | $28,645 | $536,404 | $536,404 | $555,202 | $574,616 | $594,749 | $615,601 | $637,172 | $659,462 | $682,574 | $706,508 |
| Motorpool | 5030 | | Fleet | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5030 | 5500.750.5030-5331.00 | Fleet | $32,081 | $21,118 | $34,308 | $0 | $34,308 | $35,680 | $37,107 | $38,591 | $40,135 | $41,740 | $43,410 | $45,146 | $46,952 | $48,830 |
| Motorpool Charges Replacement | 5030 | 5500.750.5030-5331.01 | Fleet | $64,827 | $80,119 | $131,889 | $0 | $131,889 | $137,165 | $142,652 | $148,358 | $154,292 | $160,464 | $166,883 | $173,558 | $180,500 | $187,720 |
| Motorpool Charges Shop Overhead | 5030 | 5500.750.5030-5331.02 | Fleet | $7,802 | $7,634 | $15,395 | $0 | $15,395 | $16,011 | $16,651 | $17,317 | $18,010 | $18,730 | $19,479 | $20,258 | $21,068 | $21,911 |
| Motorpool Charges Shop OH Insurance | 5030 | 5500.750.5030-5331.03 | Fleet | $3,202 | $2,571 | $4,885 | $0 | $4,885 | $5,080 | $5,283 | $5,494 | $5,714 | $5,943 | $6,181 | $6,428 | $6,685 | $6,952 |
| Cost Allocation | 5030 | | Constant | $10,308 | $12,504 | $12,504 | $0 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 |
| Maintenance | 5030 | | Maintenance | $1,960 | $1,713 | $2,000 | $0 | $2,000 | $2,080 | $2,163 | $2,250 | $2,340 | $2,434 | $2,531 | $2,632 | $2,737 | $2,846 |
| | | | | $761,185 | $819,524 | $994,592 | $28,645 | $1,023,237 | $1,043,665 | $1,083,774 | $1,125,420 | $1,168,748 | $1,213,797 | $1,260,613 | $1,309,238 | $1,359,824 | $1,412,421 |
| **5040 - Transfer Station** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5040 | | Labor | $153,751 | $160,321 | $187,226 | $0 | $187,226 | $195,651 | $204,455 | $213,655 | $223,269 | $233,316 | $243,815 | $254,787 | $266,252 | $278,233 |
| Materials & Supplies | 5040 | | Supplies | $21,718 | $18,021 | $22,515 | $0 | $22,515 | $23,416 | $24,353 | $25,327 | $26,340 | $27,394 | $28,490 | $29,630 | $30,815 | $32,048 |
| Services and Charges | 5040 | | ProfSvc | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Rental Equipment | 5040 | 5500.750.5040-5308.03 | ProfSvc | $0 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Contract Services : | 5040 | 5500.750.5040-5315.00 | ProfSvc | $903,372 | $1,156,364 | $1,181,600 | $0 | $1,181,600 | $1,240,680 | $1,302,714 | $1,367,850 | $1,436,243 | $1,508,055 | $1,583,458 | $1,662,631 | $1,745,763 | $1,833,051 |
| Disposal Solid Waste | 5040 | 5500.750.5040-5316.00 | Disposal | $481,209 | $543,752 | $728,748 | $56,850 | $785,598 | $785,598 | $813,128 | $841,561 | $871,048 | $901,587 | $933,179 | $965,825 | $999,674 | $1,034,726 |
| Motorpool | 5040 | | Fleet | $95,938 | $92,983 | $93,673 | $0 | $93,673 | $97,420 | $101,317 | $105,370 | $109,585 | $113,968 | $118,527 | $123,268 | $128,199 | $133,327 |
| Cost Allocation | 5040 | | Constant | $3,444 | $4,176 | $4,176 | $0 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 |
| Maintenance | 5040 | | Maintenance | $12,831 | $14,817 | $3,300 | $0 | $3,300 | $3,432 | $3,569 | $3,712 | $3,860 | $4,014 | $4,175 | $4,342 | $4,516 | $4,697 |
| | | | | $1,672,263 | $1,990,534 | $2,221,338 | $56,850 | $2,278,188 | $2,350,478 | $2,453,822 | $2,561,767 | $2,674,643 | $2,792,638 | $2,915,954 | $3,044,800 

| Cost Center Description | Expense Category | | Escalation Factor | Actual FY 2023 | Actual FY 2024 | Budgeted Budgeted | Adjustments | Adjusted FY 2025 | Projected FY 2026 | Projected FY 2027 | Projected FY 2028 | Projected FY 2029 | Projected FY 2030 | Projected FY 2031 | Projected FY 2032 | Projected FY 2033 | Projected FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fuel Unleaded/Diesel | 5060 | 5500.750.5060-5213.04 | Fuel | $111,480 | $144,716 | $123,773 | $0 | $123,773 | $129,343 | $135,163 | $141,245 | $147,601 | $154,243 | $161,184 | $168,437 | $176,017 | $183,938 |
| Solid Waste Collection Supplies | 5060 | 5500.750.5060-5225.00 | Supplies | $26,114 | $32,950 | $39,800 | $0 | $39,800 | $41,392 | $43,048 | $44,770 | $46,561 | $48,423 | $50,360 | $52,374 | $54,469 | $56,648 |
| Container Maint Supplies : | 5060 | 5500.750.5060-5226.00 | Supplies | $27 | $300 | $300 | $0 | $300 | $312 | $324 | $337 | $350 | $364 | $379 | $394 | $410 | $426 |
| Containers RTC | 5060 | 5500.750.5060-5227.00 | Supplies | $66,621 | $73,000 | $93,000 | $0 | $93,000 | $96,720 | $100,589 | $104,613 | $108,798 | $113,150 | $117,676 | $122,383 | $127,278 | $132,369 |
| Services and Charges | 5060 | | ProfSvc | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Rental Equipment | 5060 | 5500.750.5060-5308.03 | ProfSvc | $0 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Lease Software | 5060 | 5500.750.5060-5309.02 | ProfSvc | $0 | $15,675 | $17,918 | $0 | $17,918 | $18,814 | $19,755 | $20,743 | $21,780 | $22,869 | $24,012 | $25,213 | $26,474 | $27,798 |
| Insurance Vehicles/Buildings | 5060 | 5500.750.5060-5311.00 | ProfSvc | $0 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Insurance Self (City Vehicles) | 5060 | 5500.750.5060-5311.01 | ProfSvc | $0 | $2,000 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Insurance Self (Non-Vehicle Damage) | 5060 | 5500.750.5060-5311.04 | ProfSvc | $0 | $2,000 | $2,000 | $0 | $2,000 | $2,100 | $2,205 | $2,315 | $2,431 | $2,553 | $2,681 | $2,815 | $2,956 | $3,104 |
| Contract Services : | 5060 | 5500.750.5060-5315.00 | ProfSvc | $2,340 | $24,600 | $2,000 | $0 | $2,000 | $2,100 | $2,205 | $2,315 | $2,431 | $2,553 | $2,681 | $2,815 | $2,956 | $3,104 |
| Promotionals Activities | 5060 | 5500.750.5060-5342.00 | ProfSvc | $83,598 | $80,403 | $104,300 | $0 | $104,300 | $109,515 | $114,991 | $120,741 | $126,778 | $133,117 | $139,773 | $146,762 | $154,100 | $161,805 |
| Motorpool | 5060 | | Fleet | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5060 | 5500.750.5060-5331.00 | Fleet | $168,812 | $148,447 | $159,884 | $0 | $159,884 | $166,279 | $172,930 | $179,847 | $187,041 | $194,523 | $202,304 | $210,396 | $218,812 | $227,564 |
| Motorpool Charges Replacement | 5060 | 5500.750.5060-5331.01 | Fleet | $385,097 | $493,010 | $543,464 | $0 | $543,464 | $565,203 | $587,811 | $611,323 | $635,776 | $661,207 | $687,655 | $715,161 | $743,767 | $773,518 |
| Motorpool Charges Shop Overhead | 5060 | 5500.750.5060-5331.02 | Fleet | $49,438 | $54,004 | $78,140 | $0 | $78,140 | $81,266 | $84,517 | $87,898 | $91,414 | $95,071 | $98,874 | $102,829 | $106,942 | $111,220 |
| Motorpool Charges Shop OH Insurance | 5060 | 5500.750.5060-5331.03 | Fleet | $17,595 | $13,752 | $23,090 | $0 | $23,090 | $24,014 | $24,975 | $25,974 | $27,013 | $28,094 | $29,218 | $30,387 | $31,602 | $32,866 |
| Cost Allocation | 5060 | | Constant | $99,684 | $120,924 | $120,924 | $0 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 |
| Maintenance | 5060 | | Maintenance | $21,168 | $6,277 | $9,100 | $0 | $9,100 | $9,464 | $9,843 | $10,237 | $10,646 | $11,072 | $11,515 | $11,976 | $12,455 | $12,953 |
| Operating Transfers Out | 5060 | | Constant | $104,245 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | $2,917,171 | $3,048,739 | $3,285,561 | $0 | $3,285,561 | $3,423,835 | $3,568,172 | $3,718,840 | $3,876,115 | $4,040,291 | $4,211,668 | $4,390,567 | $4,577,316 | $4,772,262 |
| **5070 - Composting** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5070 | | Labor | $489,653 | $425,967 | $532,635 | $0 | $532,635 | $556,604 | $581,651 | $607,825 | $635,177 | $663,760 | $693,629 | $724,842 | $757,460 | $791,546 |
| Materials & Supplies | 5070 | | Supplies | $72,704 | $58,918 | $76,269 | $0 | $76,269 | $79,320 | $82,493 | $85,793 | $89,225 | $92,794 | $96,506 | $100,366 | $104,381 | $108,556 |
| Services and Charges | 5070 | | ProfSvc | $482 | $400 | $1,700 | $0 | $1,700 | $1,785 | $1,874 | $1,968 | $2,066 | $2,169 | $2,277 | $2,391 | $2,511 | $2,637 |
| Motorpool | 5070 | | Fleet | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5070 | 5500.750.5070-5331.00 | Fleet | $115,269 | $113,760 | $106,890 | $0 | $106,890 | $111,166 | $115,613 | $120,238 | $125,048 | $130,050 | $135,252 | $140,662 | $146,288 | $152,140 |
| Motorpool Charges Replacement | 5070 | 5500.750.5070-5331.01 | Fleet | $393,042 | $442,644 | $513,453 | $0 | $513,453 | $533,991 | $555,351 | $577,565 | $600,668 | $624,695 | $649,683 | $675,670 | $702,697 | $730,805 |
| Motorpool Charges Shop Overhead | 5070 | 5500.750.5070-5331.02 | Fleet | $37,849 | $48,341 | $49,048 | $0 | $49,048 | $51,010 | $53,050 | $55,172 | $57,379 | $59,674 | $62,061 | $64,543 | $67,125 | $69,810 |
| Motorpool Charges Shop OH Insurance | 5070 | 5500.750.5070-5331.03 | Fleet | $8,517 | $10,256 | $23,824 | $0 | $23,824 | $24,777 | $25,768 | $26,799 | $27,871 | $28,986 | $30,145 | $31,351 | $32,605 | $33,909 |
| Cost Allocation | 5070 | | Constant | $34,020 | $41,268 | $41,268 | $0 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 |
| Maintenance | 5070 | | Maintenance | $5,662 | $2,909 | $2,000 | $0 | $2,000 | $2,080 | $2,163 | $2,250 | $2,340 | $2,434 | $2,531 | $2,632 | $2,737 | $2,846 |
| Operating Transfers Out | 5070 | | Constant | $0 | $69,952 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | $1,157,198 | $1,214,414 | $1,347,087 | $0 | $1,347,087 | $1,402,001 | $1,459,231 | $1,518,878 | $1,581,042 | $1,645,830 | $1,713,352 | $1,783,725 | $1,857,072 | $1,933,517 |
| **5080 - Solid Waste Projects** | | | | | | | | | | | | | | | | | |
| Materials & Supplies | 5080 | | Eliminate | $39,839 | $167,675 | $5,000 | ($5,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Services and Charges | 5080 | | Eliminate | $0 | $112,633 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Capital | 5080 | | Eliminate | $859,288 | $985,468 | $557,000 | ($557,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Operating Transfers Out | 5080 | | Eliminate | $0 | $399,850 | $343,000 | ($343,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | $899,127 | $1,665,625 | $905,000 | ($905,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Incremental Expenses** | | | | | | | | | | | | | | | | | |
| Commercial Collection | | | | | | | | | | | | | | | | | |
| Labor | 5010 | Labor | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Fleet Leases | 5010 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Fleet Variable | 5010 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Residential Collection | | | | | | | | | | | | | | | | | |
| Labor | 5020 | Labor | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $135,626 | $141,730 | $148,107 | $154,772 | $161,737 |
| Fleet Leases | 5020 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $88,733 | $92,283 | $95,974 | $99,813 | $103,805 |
| Fleet Variable | 5020 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $88,733 | $92,283 | $95,974 | $99,813 | $103,805 |
| Recycling | | | | | | | | | | | | | | | | | |
| Labor | 5060 | Labor | Incremental | | | | | $0 | $0 | $177,722 | $185,719 | $194,076 | $202,810 | $423,873 | $442,947 | $462,880 | $495,046 |
| Fleet Leases | 5060 | Fleet | Incremental | | | | | $0 | $0 | $45,216 | $47,025 | $48,906 | $50,862 | $105,793 | $110,025 | $114,426 | $178,504 |
| Fleet Variable | 5060 | Fleet Variable | Incremental | | | | | $0 | $7,709 | $14,917 | $22,720 | $31,155 | $40,262 | $50,082 | $60,646 | $72,042 | $84,292 |
| Disposal | 5060 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Composting | | | | | | | | | | | | | | | | | |
| Labor | 5070 | Labor | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Fleet Leases | 5070 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Fleet Variable | 5070 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Subtotal Incremental Expenses | | | | $0 | $0 | $0 | $0 | $0 | $7,709 | $237,855 | $255,464 | $274,137 | $607,027 | $906,042 | $953,673 | $1,003,745 | $1,127,190 |
| **Budget Total** | | | | $15,559,069 | $17,972,160 | $18,728,000 | ($319,201) | $18,408,799 | $19,105,142 | $20,195,796 | $21,113,119 | $22,072,664 | $23,389,036 | $24,716,753 | $25,840,578 | $27,016,067 | $28,314,658 |

**Fayetteville Recycling and Trash Collection**
**Cost of Service Study for Solid Waste**
**Inflated Capital Projects**

| | Funding Source | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **CIP Projects** | | | | | | | | | | | |
| **Capital Improvement Plan** | | | | | | | | | | | |
| CIP Source Updated 5.5.2025 | | | | | | | | | | | |
| RTC Technology Equip Repl | Rates | | $19,000 | $3,000 | $8,000 | $7,000 | $21,000 | $11,600 | $10,120 | $11,544 | $12,253 |
| RTC Rate Study | Rates | | $0 | $0 | $0 | $0 | $100,000 | $20,000 | $24,000 | $28,800 | $34,560 |
| RTC Master Plan Expansion | Rates | | $750,000 | $800,000 | $800,000 | $850,000 | $900,000 | $820,000 | $834,000 | $840,800 | $848,960 |
| RTC Scale House Impr | Rates | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| RTC Route Optimization & RFID System | Rates | | $50,000 | $40,000 | $40,000 | $40,000 | $40,000 | $42,000 | $40,400 | $40,480 | $40,576 |
| RTC Compost Site Impr | Rates | | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 |
| RTC Compactors & Containers | Rates | | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 |
| Technology Equipment Replacements, Recycling Trash Collection | | | | | | | | | | | |
| Minor Equipment | Rates | $9,085 | | | | | | | | | |
| Fixed Assets | Rates | 8,000 | | | | | | | | | |
| Fiber Optic Cable (Other Funds) | | | | | | | | | | | |
| Minor Equipment | Rates | 47,297 | | | | | | | | | |
| RTC - Solid Waste Compactors | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 107,999 | | | | | | | | | |
| Container Costs | Rates | 200,786 | | | | | | | | | |
| RTC - Solid Waste Commercial Rate Study | | | | | | | | | | | |
| Professional Services | Rates | 94,601 | | | | | | | | | |
| Fixed Assets | Rates | 51,174 | | | | | | | | | |
| Contingency - Capital Project | Rates | 11,186 | | | | | | | | | |
| RTC - Office and Transfer Station Exp, Site Improvements | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 3,563 | | | | | | | | | |
| RTC - Office and Transfer Station Exp, Solid Waste New Offices | | | | | | | | | | | |
| Professional Services | Rates | 699 | | | | | | | | | |
| Building Costs | Rates | 681 | | | | | | | | | |
| Building Efficiency Improvements, Energy Savings Performance Contract | | | | | | | | | | | |
| Building Costs | Rates | 1 | | | | | | | | | |
| RTC - Container Maint Building Upgrade | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 13,290 | | | | | | | | | |
| RTC - Master Plan Expansion | | | | | | | | | | | |
| Vehicles & Equipment - base | Rates | 292,696 | | | | | | | | | |
| Improvements - Solid Waste | Rates | 665,683 | | | | | | | | | |
| Trannsfers to Funds - Shop | Rates | 412,150 | | | | | | | | | |
| RTC - Master Plan Expansion, RTC Facility Improvements | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 23,603 | | | | | | | | | |
| Capital Prof Svcs - Engineering | Rates | 68 | | | | | | | | | |
| RTC - Scale House Improvements | | | | | | | | | | | |
| Building Costs | Rates | 54,390 | | | | | | | | | |
| Improvements - Solid Waste | Rates | 274 | | | | | | | | | |
| RTC - Route Optimization & RFID System | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 11,696 | | | | | | | | | |
| RTC - Truck Electrical Outlets & Block Heaters | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 12,000 | | | | | | | | | |
| RTC - Compost Site Improvements | | | | | | | | | | | |
| Vehicles & Equipment - base | Rates | 12,912 | | | | | | | | | |
| Improvements - Solid Waste | Rates | 462,961 | | | | | | | | | |
| RTC - Compactors & Containers, Miscellaneous | | | | | | | | | | | |
| Containers - RTC | Rates | 15,151 | | | | | | | | | |
| Container Costs | Rates | 70,000 | | | | | | | | | |
| RTC - Recycling Grant, 2021 Recycle Dollies | | | | | | | | | | | |
| Containers - RTC | Rates | 296 | | | | | | | | | |
| RTC- Recycling Grant, Publuic Spaces Recycling Containers | | | | | | | | | | | |
| Containers - RTC | Rates | 10,244 | | | | | | | | | |
| RTC - Recycling Grant, Food Waste Collection Buckets | | | | | | | | | | | |
| Containers - RTC | Rates | 251 | | | | | | | | | |
| RTC - Recycling Grant, Compost Collection Containers | | | | | | | | | | | |
| Containers - RTC | Rates | $65 | | | | | | | | | |
| Subtotal Capital Costs | | **$2,592,802** | **$1,179,000** | **$1,203,000** | **$1,208,000** | **$1,257,000** | **$1,421,000** | **$1,253,600** | **$1,268,520** | **$1,281,624** | **$1,296,349** |
| **Incremental Capital Costs related to Scenarios** | | | | | | | | | | | |
| S1: Dual Stream Glass Curb Sort | | | | | | | | | | | |
| Trucks | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| S2: Dual Stream Cart Recycling | | | | | | | | | | | |
| Trucks | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Debt Funded | Proposed Debt | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Cash Funded | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| S3: All-in-one Cart Recycling Weekly | | | | | | | | | | | |
| Trucks | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Debt Funded | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Cash Funded | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| S4: All-in-one Cart Recycling EOW | | | | | | | | | | | |
| Trucks | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Debt Funded | Proposed Debt | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Cash Funded | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total Capital Costs** | | **$2,592,802** | **$1,179,000** | **$1,203,000** | **$1,208,000** | **$1,257,000** | **$1,421,000** | **$1,253,600** | **$1,268,520** | **$1,281,624** | **$1,296,349** |

| | | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Summary by Funding Source** | | | | | | | | | | | |
| Rates | Rates | $2,592,802 | $1,179,000 | $1,203,000 | $1,208,000 | $1,257,000 | $1,421,000 | $1,253,600 | $1,268,520 | $1,281,624 | $1,296,349 |
| Existing debt | Existing debt | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Proposed Debt | Proposed Debt | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Capital Lease | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Other | Other | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | $2,592,802 | $1,179,000 | $1,203,000 | $1,208,000 | $1,257,000 | $1,421,000 | $1,253,600 | $1,268,520 | $1,281,624 | $1,296,349 |

| | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|
| **SCENARIO RELATED INCREMENTAL CAPITAL** | | | | | | | | | | |
| **S2: Dual Stream Cart Recycling** | | | | | | | | | | |
| Trucks | | | | | | | | | | |
| Assumed # of Trucks Needed | 12.00 | 7.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 9.00 | 9.00 |

| | Funding Source | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Assumed Cost of Trucks | | $500,000 | $515,000 | $530,450 | $546,364 | $562,754 | $579,637 | $597,026 | $614,937 | $633,385 | $652,387 |
| Truck Costs | | $0 | $3,605,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Replacement Truck Credit | | | (2,091,000) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Recognized Related Truck Costs | | $0 | $1,514,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | | | | | | | | | | | |
| 60 Gallon Cart - Rate | | $60.00 | $61.80 | $63.65 | $65.56 | $67.53 | $69.56 | $71.64 | $73.79 | $76.01 | $78.29 |
| Start up 60 Gallon Cart - Amount Needed | | 27,922 | 28,645 | 29,263 | 29,881 | 30,499 | 31,117 | 31,735 | 32,352 | 32,971 | 33,590 |
| Carts per HH | | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Start up Container Costs | | $0 | $3,540,522 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Incremental Amount of Carts Needed | | 0 | 723 | 618 | 618 | 618 | 618 | 618 | 617 | 619 | 619 |
| Growth Related Container Costs | | $0 | $0 | $39,338 | $40,518 | $41,734 | $42,986 | $44,275 | $45,530 | $47,048 | $48,459 |
| Grants for Carts | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Subtotal S2** | | $0 | $5,054,522 | $39,338 | $40,518 | $41,734 | $42,986 | $44,275 | $45,530 | $47,048 | $48,459 |
| **S3: All-in-one Cart Recycling Weekly** | | | | | | | | | | | |
| Trucks | | | | | | | | | | | |
| Assumed # of Trucks Needed | | 12 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 7 | 7 |
| Assumed Cost of Trucks | | $380,000 | $391,400 | $403,142 | $415,236 | $427,693 | $440,524 | $453,740 | $467,352 | $481,373 | $495,814 |
| Start-up Truck Costs | | $0 | $2,348,400 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Replacement Truck Credit | | | (2,091,000) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Recognized Related Truck Costs | | $0 | $257,400 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | | | | | | | | | | | |
| 60 Gallon Cart - Rate | | $60.00 | $61.80 | $63.65 | $65.56 | $67.53 | $69.56 | $71.64 | $73.79 | $76.01 | $78.29 |
| Start up 60 Gallon Cart - Amount Needed | | 27,922 | 28,645 | 29,263 | 29,881 | 30,499 | 31,117 | 31,735 | 32,352 | 32,971 | 33,590 |
| Start up Container Costs | | $0 | $1,770,261 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Incremental Amount of Carts Needed | | 0 | 723 | 618 | 618 | 618 | 618 | 618 | 617 | 619 | 619 |
| Growth Related Container Costs | | $0 | $0 | $39,338 | $40,518 | $41,734 | $42,986 | $44,275 | $45,530 | $47,048 | $48,459 |
| Grants for Carts | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Subtotal S3** | | $0 | $2,027,661 | $39,338 | $40,518 | $41,734 | $42,986 | $44,275 | $45,530 | $47,048 | $48,459 |
| **S4: All-in-one Cart Recycling EOW** | | | | | | | | | | | |
| Trucks | | | | | | | | | | | |
| Assumed # of Trucks Needed | | 12 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Assumed Cost of Trucks | | $430,000 | $442,900 | $456,187 | $469,873 | $483,969 | $498,488 | $513,442 | $528,846 | $544,711 | $561,052 |
| Start-up Truck Costs | | $0 | $1,771,600 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Replacement Truck Credit | | | (1,771,600) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Recognized Related Truck Costs | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | | | | | | | | | | | |
| 90 Gallon Cart - Rate | | $90.00 | $92.70 | $95.48 | $98.35 | $101.30 | $104.33 | $107.46 | $110.69 | $114.01 | $117.43 |
| Start up 90 Gallon Cart - Amount Needed | | 27,922 | 28,645 | 29,263 | 29,881 | 30,499 | 31,117 | 31,735 | 32,352 | 32,971 | 33,590 |
| Start up Container Costs | | $0 | $2,655,392 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Incremental Amount of Carts Needed | | 0 | 723 | 618 | 618 | 618 | 618 | 618 | 617 | 619 | 619 |
| Growth Related Container Costs | | $0 | $0 | $59,007 | $60,777 | $62,601 | $64,479 | $66,413 | $68,295 | $70,572 | $72,689 |
| Grants for Carts | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | | | | | | | | | | | |
| **Subtotal S4** | | $0 | $2,655,392 | $59,007 | $60,777 | $62,601 | $64,479 | $66,413 | $68,295 | $70,572 | $72,689 |

**From:** Nierengarten, Peter
**To:** CityClerk
**Cc:** Macedo, Keith
**Subject:** City Council Agenda Addition
**Date:** Wednesday, July 9, 2025 8:56:23 AM
**Attachments:** Fayetteville Solid Waste - Agenda Session Presentation 061025.pdf

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Could you please add this presentation to agenda item C2 – Recycling and Trash Division Rate Study? In summary the presentation provides:

- A financial overview of RTC's existing financials – highlighting revenue deficiency to cover existing programs
- Review of existing curb-sort recycling programs and challenges resulting in depressed waste diversion rates
- An analysis of three cart-based recycling options and recommendation for weekly all-in-one cart based recycling
- Costs and rate impact of implementing weekly cart based recycling – cart-based recycling results in a lower rate increase than continuing with the existing curb-sort program
- Summary of the benefits of transitioning to cart-based recycling – benefit include:
    - Ability to expand service to multi-family and commercial customers
    - Doubling our recycling collections
    - Improved route driver safety
    - Reduced RTC cost
    - Savings to customers due to lower rate increases

Please let me know if you have any questions.

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Sustainability Department
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Website | Facebook | Twitter | Instagram | YouTube

RAFTELIS

# City of Fayetteville

## Solid Waste Cost of Service Study

June 10, 2025

*Image credit: https://www.fayetteville-ar.gov/3160/About-Fayetteville*

# Agenda

1. Key Objectives
2. Background
3. Operational Scenarios
4. Financial Plan
5. Findings Summary

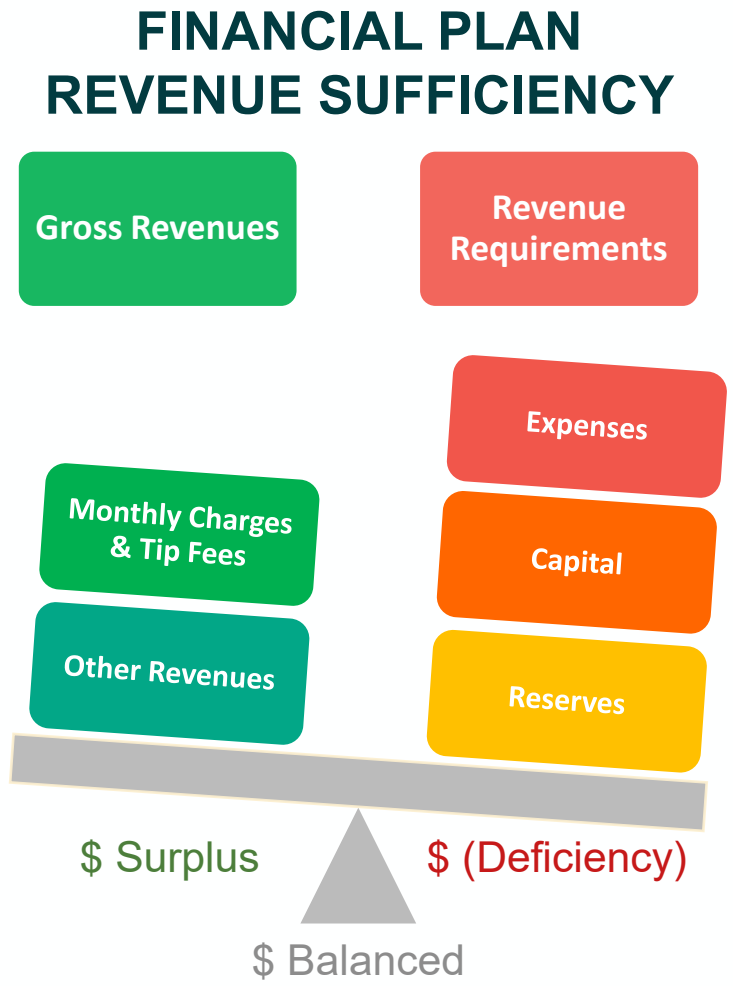
# 1. Key Objectives

# 1. Key Objectives

- Scope
  - Existing program review
  - Financial Plan and COS Analysis
- Key Objectives
  - Develop ten-year forecast that recovers the full cost of service
  - Evaluate Changes to Operations
  - Propose rates that promote fiscal sustainability

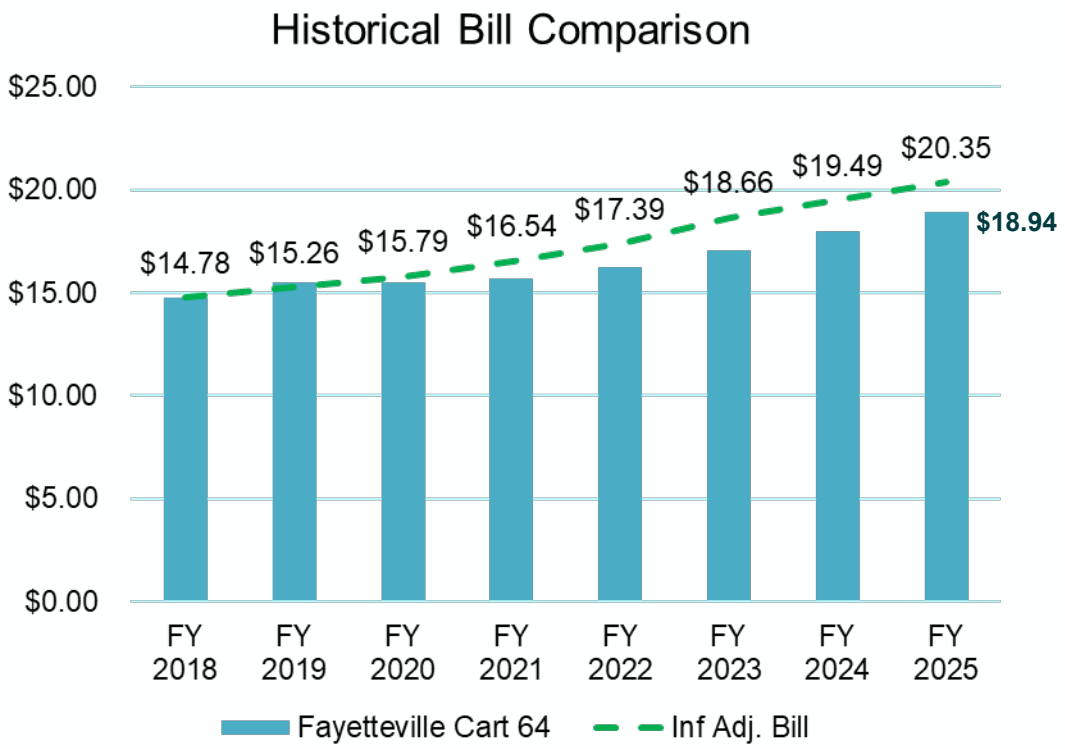
# 1. Key Objectives: Revenue Sufficiency for Recycling and Trash Collections (RTC) Enterprise Fund

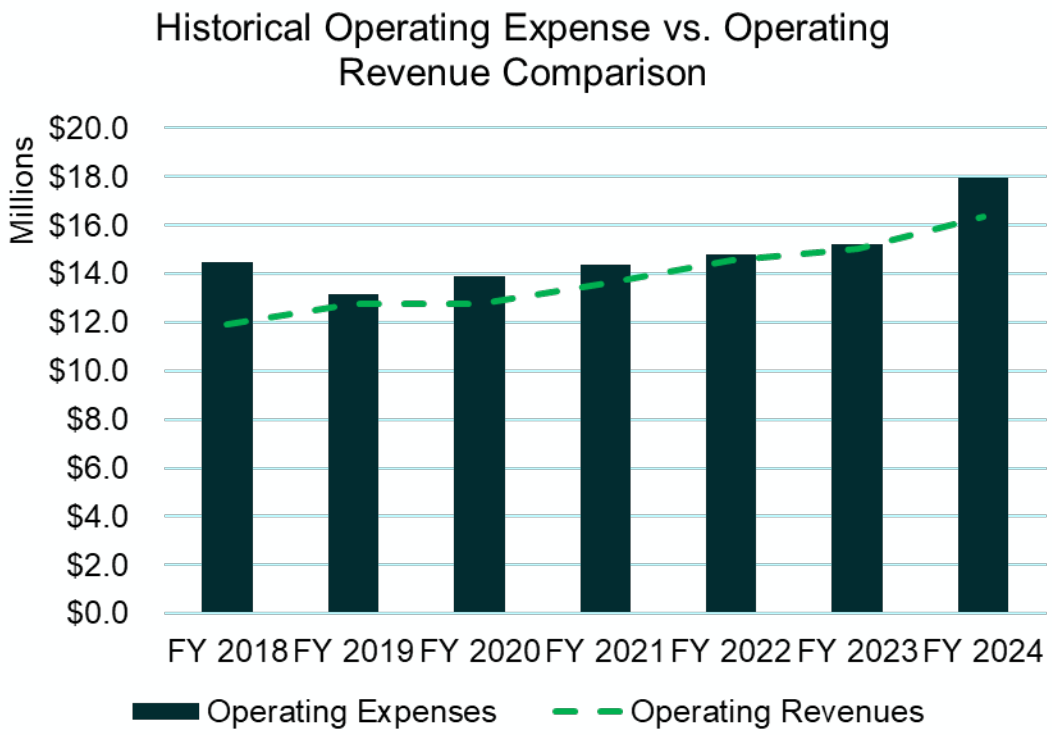
- Data Driven Process:
  - Historical Billing Statistics
  - Historical Financial Data
  - Collection Routing Data
  - Current Budget and Financial Plan
  - Capital Improvement Plan



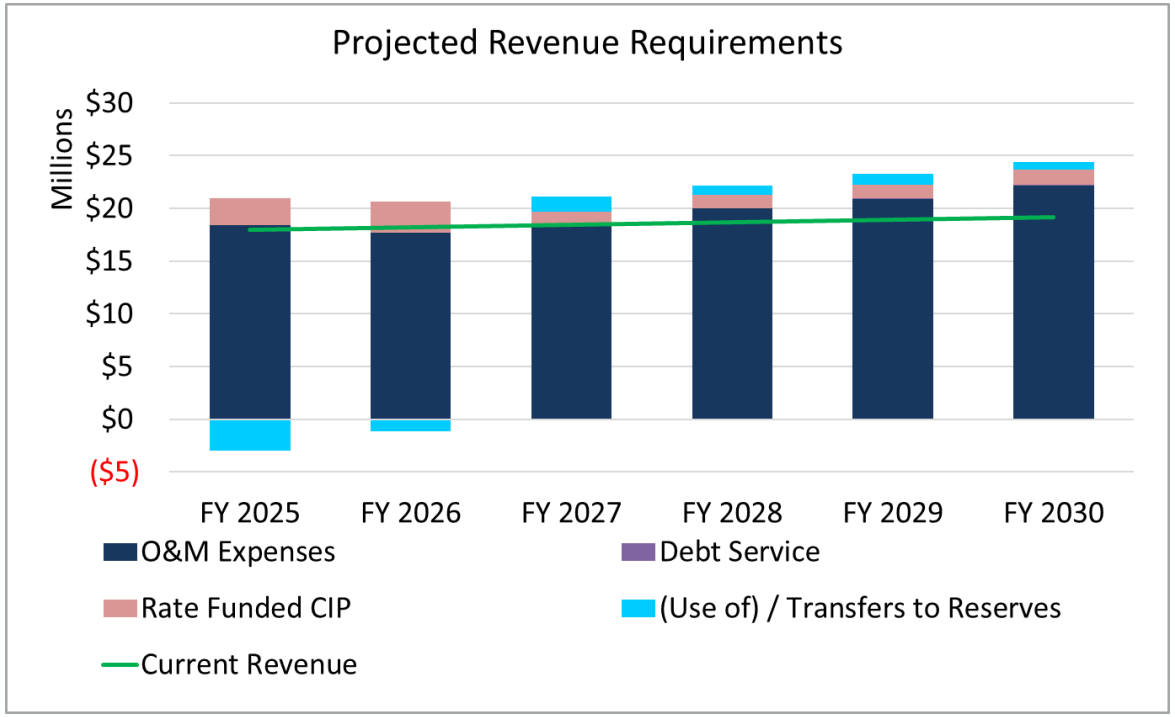
# 2. Background

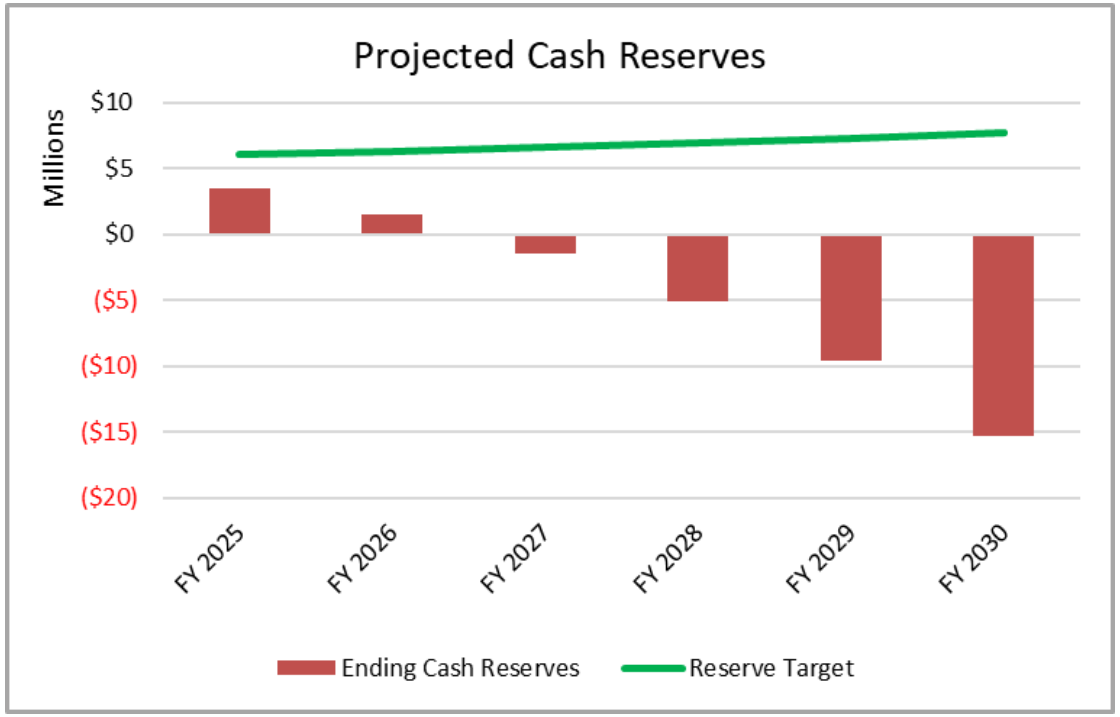
# 2. Background – Recent Trends



# 2. Background – Status Quo Baseline Financials




- Revenue Requirements and Reserves shown as status quo with no rate increases

# 2. Background: Services Overview

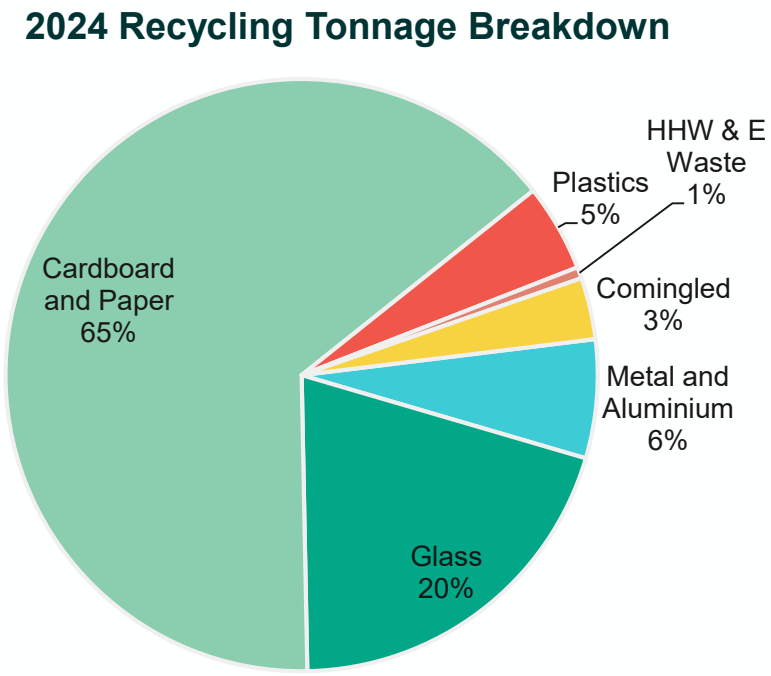
| Service Class | Trash | Recycling | Food Waste | Yard Waste | Bulk | HHW |
|---|---|---|---|---|---|---|
| Residential Collection | 1x Week<br>32-64-96 gal<br>$ for Extra Bags | 1x Week<br>2-18 Gal Bins<br>Curbsort | 1x EOW 5 gal<br>PILOT program | 1x Week<br>No Cart | On-Call<br>1 pickup / year<br>$ for Add'l pickups<br>4x year resident<br>free drop off at<br>Transfer Station | Self-haul to<br>Drop-off Site |
| Commercial & Roll off Collection | 1x – 6x Week<br>2-8 cy Dumpsters<br>& Compactors<br>20-40 cy Roll-offs | 1x – 6x Week<br>2-8 cy Dumpsters<br>& Compactors<br>(Cardboard, Glass, Paper, Bottle/Cans) | 3x Week<br>64 Gal Carts<br>2-4 cy Dumpster | Self-haul to<br>Compost Facility | Self-haul to<br>Drop-off Site | Self-haul to<br>Drop-off Site |
| Transfer Station | Inside / Outside<br>City Tip Fee | Recycle Drop Off | Compost for Sale / Delivery | Compost for Sale | Inside / Outside<br>City Tip Fee | Self-haul to<br>Drop-off Site |

# 2. Current Recycling Programs

- Curbsort Recycling Program
  - Primarily Single Family
  - Staff sort bins at curb (7 materials)
  - 30 – 40% participation rate
  - Low contamination (1%)
  - **43% of collections**
- Apartment Recycling
  - Large Apartment Complexes (10) w/parking lot space
  - Residents sort recyclables
  - Higher contamination – plastics
  - **1% of collections**
- Commercial Recycling
  - Glass, Paper & Cardboard
  - Moderate Contamination
  - **37% of collections**
- Recycling Drop-off (w/part time staff)
  - 2 locations
  - Plastics Contamination
  - **19% of collections**

# 2. Background– Tonnages

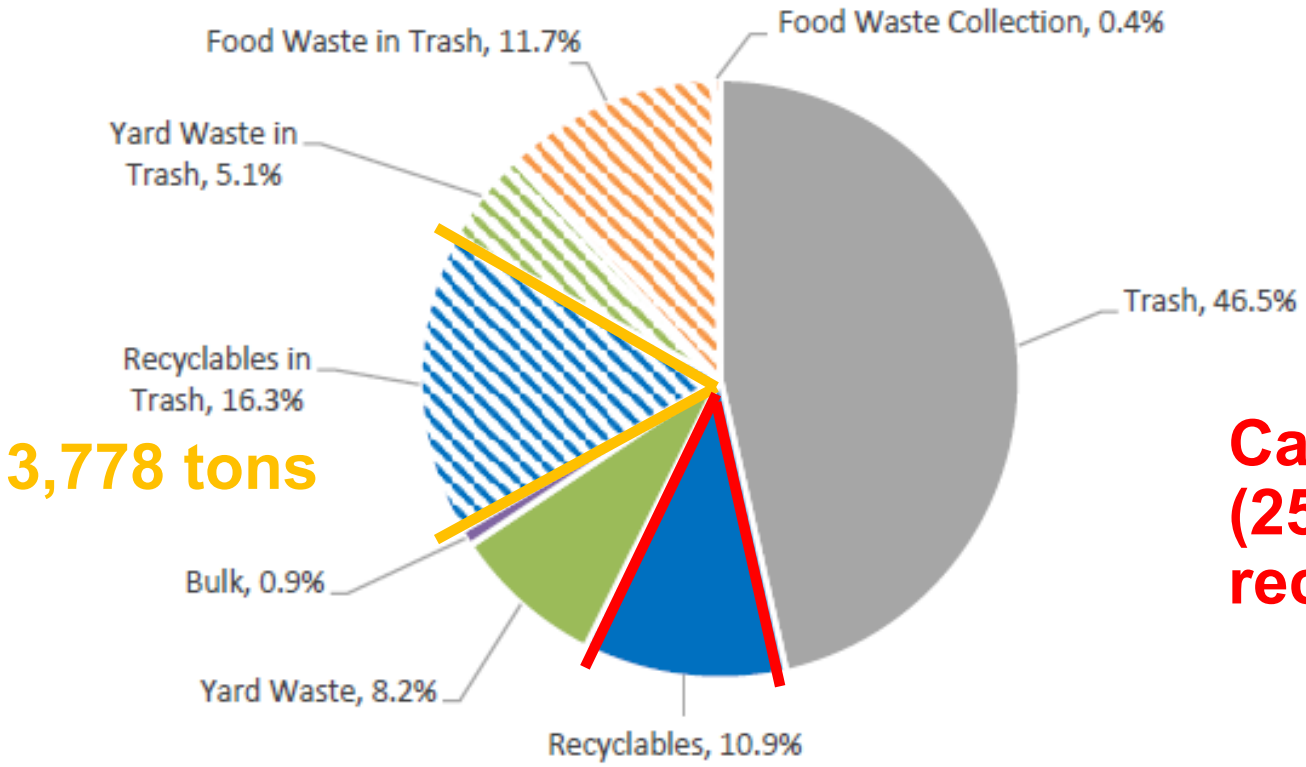
| Material Type | FY 2024 | |
|---|---|---|
| Food Waste | 1,218 | |
| Yard Waste | 7,454 | 15,095 tons diverted |
| Recyclables | 6,423 | |
| Solid Waste | 62,147 | |
| Total Tonnages | **77,242** | |
| *Source: City transparency collection end market reports.* | | |
| Transfer Station | 16,512 | |
| Commercial Drop Box | 10,272 | |
| *Source: City waste management reports* | | |




**2024 Waste Diversion Rate = 20%**

Source: Fayetteville Transparency Website
https://www.fayetteville-ar.gov/3766/Transparency

# 2. Background: Residential Waste Composition (tons per year)

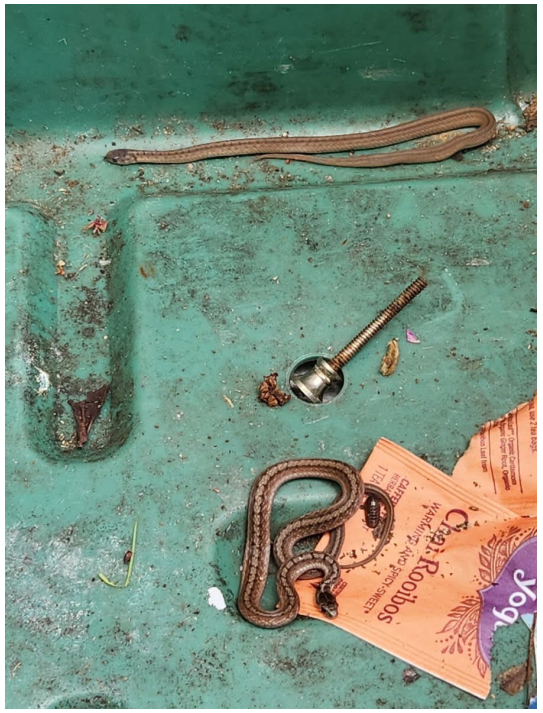



**Capture Rate = 40% (2534 tons) residential recyclables collected**

Source: Sept 2024 Fayetteville Waste Characterization Study

# Challenge with existing Curbsort Recycling

- Low Capture Rate
- Driver Injuries (3x)
- Driver Safety
  - Bin Hazards
  - Weather
  - Traffic
- Driver Turnover
- Collection Efficiency
- Messaging/Priorities
- Truck Idling
- Growth/Equity



# 3. Operational Scenarios

# Recycling Options

## Status Quo – Current Curbsort Recycling

## S1: Dual Stream Cartbased Recycling

## All-in-one Cartbased Recycling

### S2: Every week (EW)

*Glass Collection TBD

### S3: Every other week (EOW)

# Recycling Options Analysis

| | Tons of Recyclables Captured | Employee Injury/Safety | Efficiency | Customer Convenience | Equity/ Growth | Messaging/ Priorities | Contamination Management | Capital Cost | 1-yr Rate Increase | 5-yr Rate Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| Status Quo | 2,534 | High | Slow | Medium | Very Limited | Weak | Manual Sort | n/a | 9.50% | $7.22 |
| S1: Dual Stream Cart Based Recycling | 3,727 | Low | Medium | Medium | Good | Strong | Anti-Contamination Software | $5M | 12.50% | $6.93 |
| S2: All-in-one Cart Based Recycling (EW) | 5,083 | Low | Fast | High | High Potential | Very Strong | Anti-Contamination Software | $2.0M | 9.50% | $5.78 |
| S3: All-in-one Cart Based Recycling (EOW) | 5,083 | Low | Fast | Medium | High Potential | Strong | Anti-Contamination Software | $2.6M | 6.50% | $4.88 |

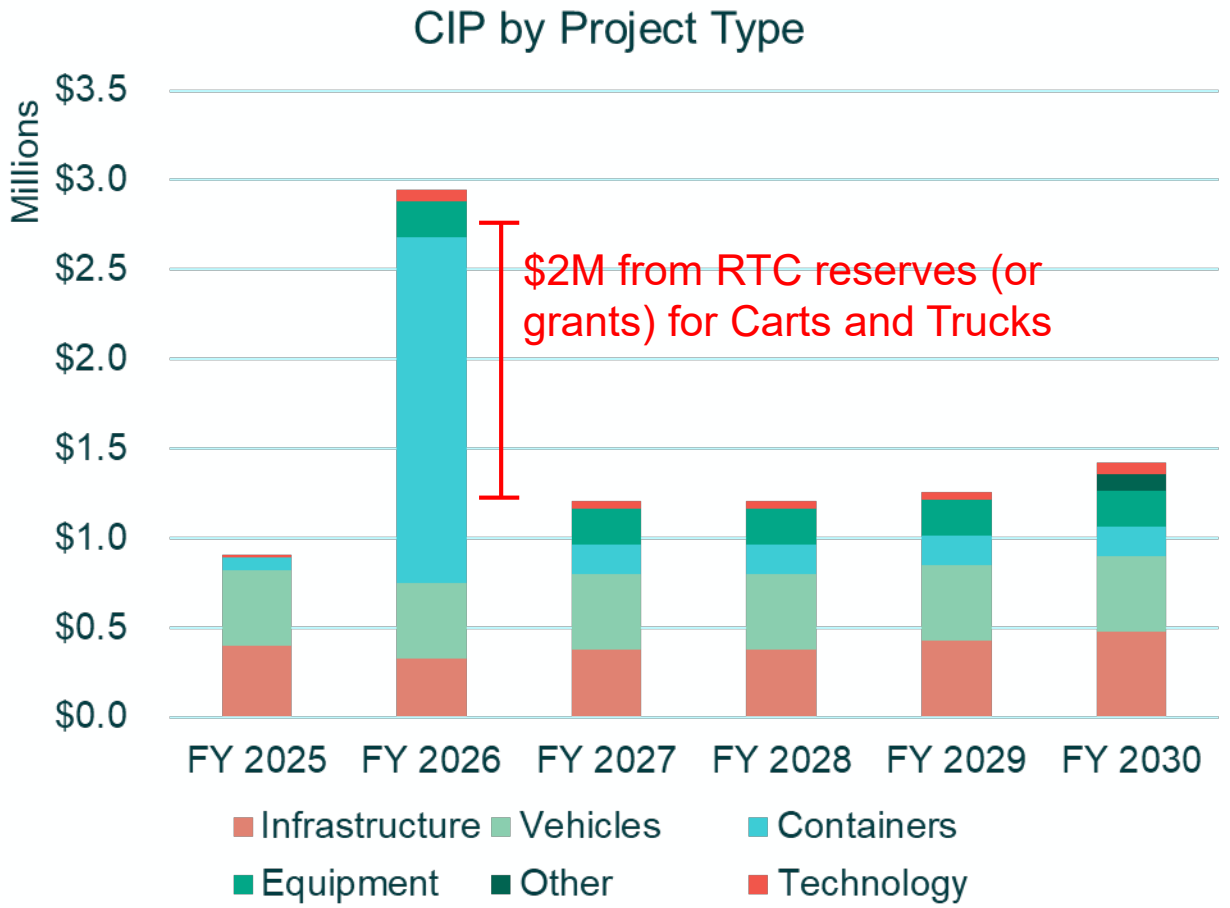
## All-in-one weekly Cart Based Recycling has additional benefits:

- Reduced Fleet due to Redundancy
- Continued Recycling Transparency
- Regional Coordination

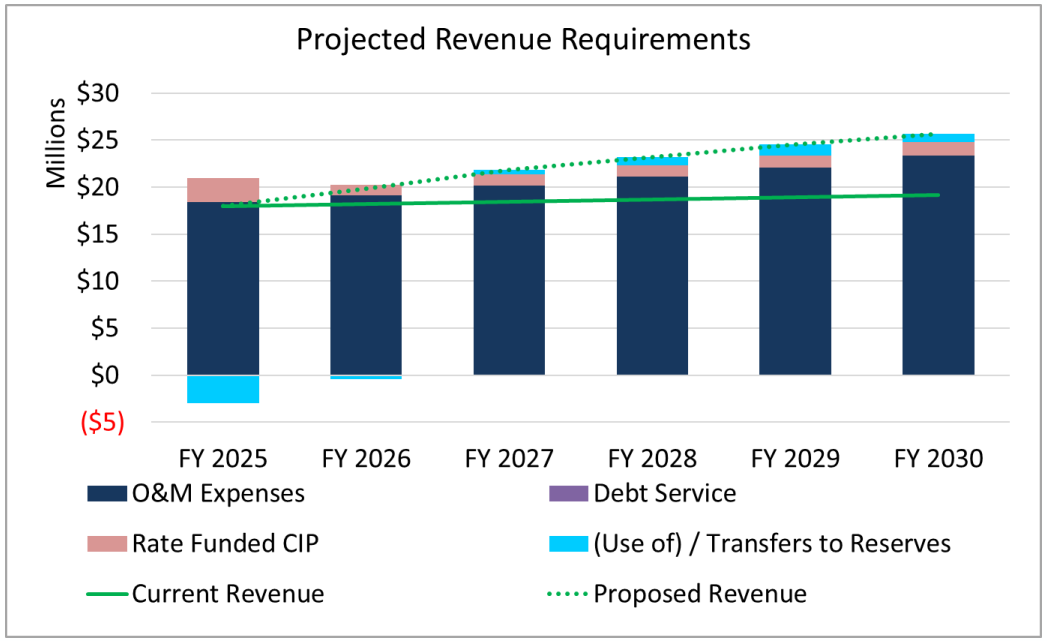
# 4. Financial Plan

# 4. Financial Plan – Key Assumptions

- Growth Assumed at 2%
- Inflation in Unit Costs from 4% to 7%
- Revenues based on billing statistics and financials
  - Escalated for growth & rate adjustments
- Expenses based on FY25 Budget
  - Escalated for Inflation & Changes in Operations
- Targeted 120-day operating reserve balance



# 4. Financial Plan – Projected Revenue




- All-in-one Cart Based Recycling (EW) provides sufficient revenue to cover expenses

# 4. Financial Plan – Recycling Scenarios

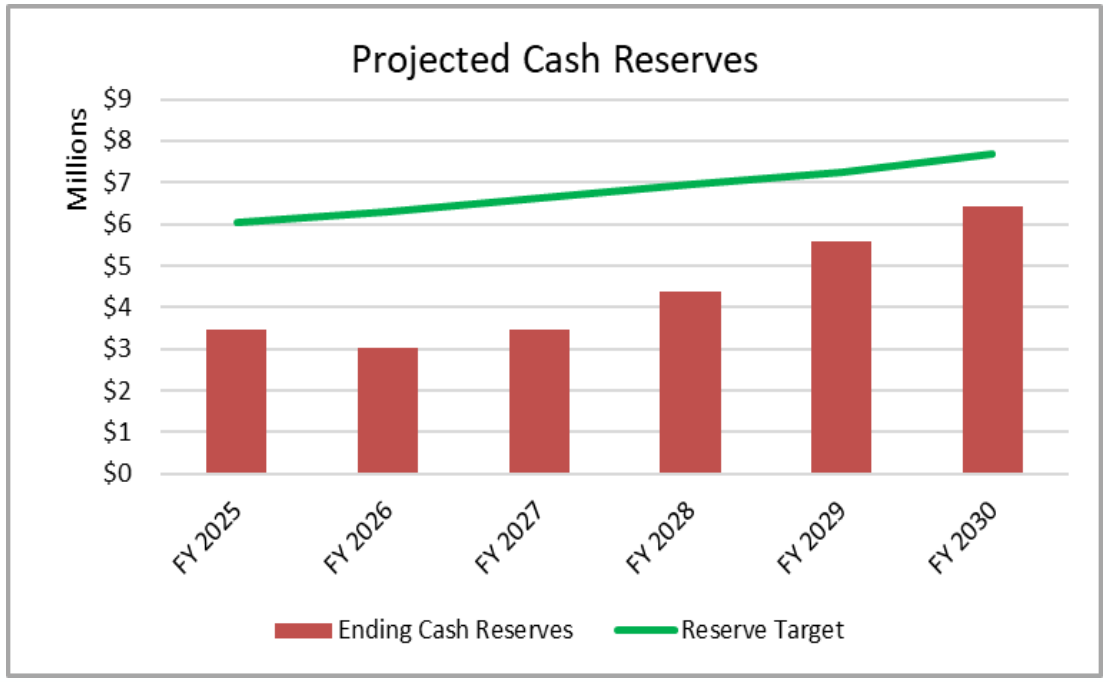
| | Tons Recycled | Trucks | Weekly Routes | Households per Route per Day | Vehicles Costs | Cart Costs | Operating Expenses |
|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | 12 | 50 | 465 | $750,000 | $160,000 | $19,105,142 |
| S2: All-in-one Cart Recycling | 5,083 | 6 | 23 | 1,008 | $257,400 | $1,770,261 | $17,663,957 |

- All-in-one Cart Based Recycling (EW) has lower operating expenses

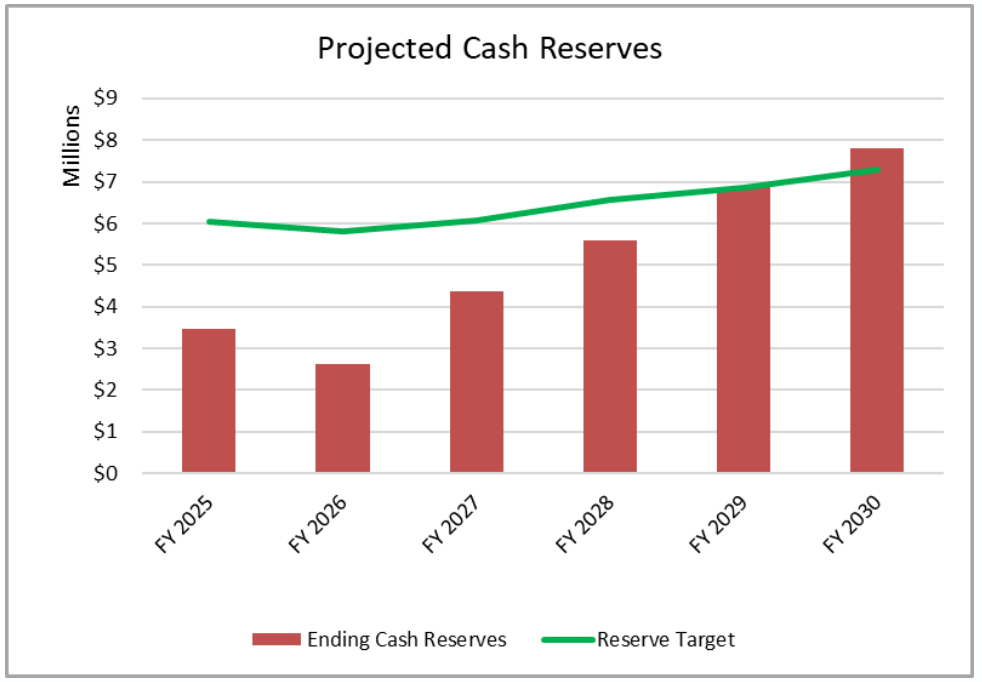
| Bill Impacts – 64-gal | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Total Bill Adj. |
|---|---|---|---|---|---|---|---|
| Status Quo | | 9.50% | 9.50% | 5.50% | 4.50% | 4.50% | 38.1% |
| S2: All-in-one Cart Recycling | | 9.50% | 7.50% | 3.50% | 3.50% | 3.50% | 30.5% |
| Status Quo | $18.94 | $20.74 | $22.71 | $23.96 | $25.04 | $26.16 | n/a |
| S2: All-in-one Cart Recycling | $18.94 | $20.74 | $22.29 | $23.08 | $23.88 | $24.72 | n/a |
| $ Change – Status Quo | n/a | $1.80 | $1.97 | $1.25 | $1.08 | $1.13 | $7.22 |
| S2 - Adjust | n/a | $1.80 | $1.56 | $0.78 | $0.81 | $0.84 | $5.78 |

- All-in-one Cart Based Recycling (EW) allows lower rate increases

# 4. Financial Plan – Scenario 2 Rate Revenue Adj.




Status Quo: Curbsort Recycling




All-in-one Cart Based Recycling (EW)

- All-in-one Cart Based Recycling (EW) rebuilds RTC reserves by 2029

# 5. Findings & Recommendations

# 5. Findings & Recommendations – Rate Comparison

- Most other NWA Cities provide EW Cart Based Recycling

- No Peer City provides level of service as high as Fayetteville RTC
  - Subscription or drop-off yard waste
  - PAYT - (32, 64, 96 gal carts)
  - Add EOW Trash Collection option – NEW!
  - Residential Food Waste Collection – NEW!
  - Glass Recycling

- Fayetteville provides higher level of services at rates that are comparable to other peer cities

# 5. Recommendations & Findings – Next Steps

- Rate Study to City Council in July

- Transition to Cart Based Recycling with Every Week (EW) Collections – S2
  - Issue RFP for Processing Recyclables – Glass?
  - Order new trucks
  - Order recycling carts
  - Design Education & Outreach Campaign

# 5. Recommendations & Findings - Summary

- Improved Recycling Program Diversion & Equity
  - Expand to Multi-Family and Commercial Customers
  - 2x Recycling Collections
- Improved Driver Safety
  - Reduce employee injuries
  - Reduced employee turnover
- Reduced RTC Cost & Fiscal Sustainability
  - Lower Operating Expenses
  - Provides sufficient revenue to cover expenses
  - Rebuild RTC reserves by 2029
- Lower Rate Increases
  - 2-yr phase in with 9.5% rate increase in 2026 and 7.5% in 2027 (CPI = 4.8%)
  - Fayetteville Rates continue to be competitive with peer Cities
- Plan results in compliance with all policy goals and fully funds CIP

# Q&A

# Thank you!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**Sarah Neely, Senior Consultant**
**sneely@raftelis.com**

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1135

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Keith Macedo, Chief of Staff

**FROM:** Peter Nierengarten, Environmental Director

**SUBJECT:** **Recycling and Trash Division Rate Increase Adoption for 2026 and 2027 and Conversion to an Automated Cart-Based Recycling Collection System.**

---

**RECOMMENDATION:**
The 2025 Recycling and Trash Rate Study evaluated three recycling operational scenarios in addition to current recycling operations for rate-setting purposes. The proposed operational changes were evaluated based on their potential to enhance overall program performance, safety, and long-term fiscal sustainability, relative to their financial impact on the system.

1. Status Quo: Current Curb-sort Recycling (Manual – requires two 18-gallon bins)
2. Scenario 1: Dual Stream Cart-based Recycling (Automated – requires two 64-gallon carts)
3. **Scenario 2: All-in-one Cart-based Recycling – Weekly (Automated – requires one 64-gallon cart)**
4. Scenario 3: All-in-one Cart-based Recycling – Every Other Week (Automated – requires one 96-gallon cart)

The status quo and three alternative scenarios were evaluated and ranked according to identified key objectives in the table below:

| | Tons of Recyclables Captured | Employee Injury/Safety | Efficiency | Customer Convenience | Equity/ Growth | Messaging/ Priorities | Contamination Management | Capital Cost | 1-yr Rate Increase | 5-yr Rate Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | High | Slow | Medium | Very Limited | Weak | Manual Sort | n/a | 9.50% | $7.22 |
| S1: Dual Stream Cart Based Recycling | 3,727 | Low | Medium | Medium | Good | Strong | Anti-Contamination Software | $5M | 12.50% | $6.93 |
| **S2: All-in-one Cart Based Recycling (EW)** | **5,083** | **Low** | **Fast** | **High** | **High Potential** | **Very Strong** | **Anti-Contamination Software** | **$2.0M** | **9.50%** | **$5.78** |
| S3: All-in-one Cart Based Recycling (EOW) | 5,083 | Low | Fast | Medium | High Potential | Strong | Anti-Contamination Software | $2.6M | 6.50% | $4.88 |

Raftelis evaluated the potential financial impacts to the system for each scenario. The table below breaks down the impact of each of the scenarios, by tons, trucks, the customers per route, and the costs associated.

| | Tons Recycled | Trucks | Weekly Routes | Households / Route /Day | Incremental Vehicle Costs [1] | Incremental Cart Costs | Operating Expenses |
|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | 12 | 50 | 465 | n/a | n/a | $19,105,142 |
| S1: Dual Stream Cart Recycling | 3,727 | 8 | 30 | 776 | $1,514,000 | $3,540,522 | $17,916,857 |
| **S2: All-in-one Cart Recycling** | **5,083** | **6** | **23** | **1,008** | **$418,750** | **$1,770,261** | **$17,663,957** |
| S3: All-in-one Cart Recycling EOW | 5,083 | 4 | 14 | 1,629 | $0 | $2,655,392 | $17,184,665 |

1. The City utilizes fleet replacement credit for vehicles through their Fleet Department and these values are reflective of the approximate costs after the use of the credit.

**Staff recommend converting the existing curb-sort bin system to an automated cart-based collection system where recyclable materials are disposed of in a common bin that can be collected automatically and aggregated in a truck to be sorted at a materials process facility.**

Additionally, City staff are evaluating possible grant opportunities to help the transition to a cart-based recycling system. The proposed timeline for the implementation of cart-based recycling is as follows:

- Summer 2025 - Order new recycling trucks and carts.
- Fall 2025 – Issue a Request for Proposals (RFP) for co-mingled recyclable processing.
- Spring 2026 – New recycling trucks and carts arrive.
- Spring/Summer 2026 - Initiate education campaign followed by the launch of cart-based recycling

**BACKGROUND:**

The City of Fayetteville Recycling and Trash Collections Division (RTC) provides solid waste and recycling collection services to City residents and businesses. All materials are delivered to the City-owned and RTC-operated transfer and recycling center. The City has the exclusive rights to solid waste and recyclables generated within the City limits, but franchises to private haulers to provide some roll-off services. RTC operates through an enterprise fund with revenues derived from fees levied for trash collection, recycling and compost revenues, and container sales and leases. In 2024, RTC operations had a cost of $17,380,544 and revenue generation of $17,187,599.

The City has operated a Pay-As-You-Throw residential trash collection program since 2003. Residents can choose from three trash cart sizes and pay less for smaller cart sizes. Recyclables are collected curbside in 18-gallon bins and manually sorted at the curb into multiple compartment trucks. This service is available to mostly single-family residential developments and some small commercial businesses. The City services a few multifamily residential developments with large, partitioned recycling roll-off containers at the largest apartment complexes with >100 units. However, the majority of the approximately 21,000 multifamily units are not able to receive recycling services due to limitations of the City's current programs. Developing an on-site recycling program to service these households is critical to being able to increase the community's waste diversion rate, which has remained stuck at 20% for over a decade. The City also operates two recycling drop-off centers and 5 food waste drop-offs where residents can bring recyclables and organics. In 2024, the City processed 6,423 tons of materials (cardboard, mixed paper, aluminum cans, steel cans, 1 and #2 plastic bottles and glass).

Additionally, the City collected 8,672 tons of food and yard waste for composting.

The City's current recycling programs include the following services offered to residents and businesses:

- *Curb Sort Recycling* – This program primarily serves single-family housing units and RTC staff sort the 7 permitted materials by hand at the curb. This program currently accounts for 43% of the RTC's recycling collections and has a low contamination rate of ~1%. However, compared to other community curbside recycling programs, it has a low participation rate of between 30-40%.
- *Apartment Recycling* - This Program serves large apartment complexes that have adequate parking space for a large "battleship" container. RTC currently has 10 containers in apartment complexes. Residents sort recyclables and dispose of them in the appropriate container. This program has a higher rate of contamination (12%) and it accounts for ~1% of the total recyclable materials collected by RTC.
- *Commercial Recycling - Commercial* customers can recycle glass, paper and cardboard. This program sees moderate levels of contamination and accounts for 37% of the overall recyclables collected by RTC.
- *Recycling Drop-offs* are available at two locations and account for 19% of overall collections.

**2025 Recycling and Trash Collection Rate Study:** In August 2024, the City contracted with Raftelis Financial Consultants to conduct a Recycling and Trash Collection Rate Study (Study) which includes a ten-year financial plan and proposed five-year rate schedule of solid waste rates.

In recent years, inflation has significantly increased impacting existing operating and infrastructure costs. Factors such as rising fuel prices, increases in labor expenses, collection, and disposal costs have necessitated reassessing the revenue sufficiency of the Division. The City's last solid waste rate study occurred in Fiscal Year 2018 with recommendations through Fiscal Year 2023. It is important to note that while the City has a Consumer Price Index (CPI) escalation, that rate has not kept pace with inflation and the costs of changing operations. Increasing operational costs are primarily driven by labor costs, employee turnover, and injury costs.

**DISCUSSION:**
The existing Curb-Sort Recycling Program faces numerous challenges that stand in the way of achieving the goal of a 40% diversion rate from the landfill by 2027 that was adopted in the 2017 Solid Waste Reduction, Diversion and Recycling Master Plan. These challenges include employee retention, on-the-job injuries, collection efficiency, messaging, and meeting future growth needs.

**Existing Recycling Collection Program Challenges -** One of the most pressing challenges facing the RTC division is Recycling Division employee retention and on-the-job injuries.

***Low Capture Rates -*** The 2024 Fayetteville Waste Characterization study determined that the current residential recycling program collected 10.9% of the overall waste stream. An additional 16.3% of recyclable materials were disposed of by residents as trash. The total residential recycling capture rate (% of total recyclable materials that get recycled) was just 40%. Similarly, the commercial recycling program captured 2.9% of the waste stream with an additional 18.9% of recyclable materials going to the landfill. The existing commercial recycling program has a modest capture rate of just 13%.

***Injuries*** - Drivers of recycling trucks are required to exit the cab at each stop and then hand sort the recyclable materials into the back of the recycling truck. These repetitive motions lead to significant injuries. RTC staff compiled driver injuries for the last 3 years (2022-2024) and found that the injury rate for recycling

truck operators was 3 times higher than for automated side-arm trash collection drivers. The RTC Recyclers averaged 8.3 injuries per year over this same period. The most common types of injuries faced by recycling truck operators are heat stress, knee and ankle sprains, shoulder and back injuries, cuts from sharp objects, and slips, trips and falls when carrying recyclables. Additional safety challenges include the occasional need for a driver to climb into the back of the collection vehicle to compress the cardboard or paper bins as they become filled up en route. Hand-sorting materials also have risks associated with contamination, such as broken glass, diapers, dog waste and other unpleasant contents.

***Weather*** – Recycling drivers spend a lot of time outside the cab of the truck sorting materials regardless of the weather. Summer is especially hard on drivers, and the Division typically experiences increased driver turn-over during the hot months. It is anticipated that summer temperatures in Arkansas will continue to increase on average because of global climate change. More heat and humidity make it harder for the body to cool down, which may result in heat illness for recycling drivers.

***Traffic*** – Perhaps the most pressing safety challenge facing the current curb-sort recycling drivers is traffic dangers. Drivers are most vulnerable when hand-sorting materials while stopped on the roadside, especially along high traffic and/or high-speed roadways.

***Employee Turnover*** – The cumulative impact of these on-the-job challenges is quantified through the Division's high rate of employee turnover. Between 2022 and 2024 (3-year average), the Division saw that 62% of employees who voluntarily left were recycling drivers. Over this period, the average length of employment for recycling route drivers is less than one year. Employee turnover has many associated costs, including increased overtime pay, lost productivity, increased training time, new uniforms and preemployment costs such as background checks.

***Efficiency Challenges*** – Due to the time-consuming nature of hand sorting materials at the curb, there are inherent inefficiency challenges with the current system. The Recycling Division runs 12 curb-sort routes per day with an estimated bin set-out rate of 30-40%. In other words, on any given recycling day and route, only 30-40% of customers set out bins for collection. By industry standards, this set-out rate is very low. The industry average is a 70% set-out rate. This leads to route inefficiency as drivers skip down the street looking for bins to collect. In contrast, automated cart-based recycling that is collected with a sidearm truck increases efficiency while running fewer routes. It is estimated that transitioning to a cart-based system would require only 6 routes per day and an expected 70 - 80% set-out rate.

An additional efficiency challenge is the amount of idle time associated with curb-sort recycling. Current data collected from our in-truck software estimates that the average stop takes approximately 75 seconds. This translates to an average of 48 stops per hour with approximately 29 minutes of this hour being idle time. Unnecessary truck idling is fuel intensive and creates long-term maintenance issues for vehicles. An automated cart-based collection system averages 19 seconds per stop for an increase to 190 stops per hour and only 4 minutes of idling per hour.

***Messaging*** – How the City operates its trash and recycling services says a lot about the community's priorities. While not intentional, the current system appears to promote the ease of throwing away materials over prioritizing recycling. This can be seen in the size of containers available for both trash and recycling. For instance, customers can choose three different trash cart sizes (32, 64, or 96 gallons), while only one size of small recyclable container is available (18-gallon bin). An all-too-common complaint from customers is that the recycling box is too small and the desire to have a recycling cart with wheels to aid in the convenience of getting the materials to the curb.

***Growth*** – The City of Fayetteville has experienced tremendous growth in the last few years and these growth pressures impact nearly all aspects of the City's operations. Population projections indicate that the City will

have over 150K residents by 2045. This represents a 4% annual growth with multifamily residential units growing faster than single-family units.

**Cart-Based Recycling** – Cart-based recycling refers to the recycling collection method where recyclable materials are disposed of in a common bin that can be collected automatically and aggregated in a truck to be sorted at a materials process facility. There are currently two operational material processing facilities in Northwest Arkansas that can sort co-mingled materials.

**Cart-Based Recycling Pilot Project –** In 2016, the City piloted a cart-based recycling program to determine and gauge the efficacy of a program change. In all, approximately 1,000 households participated in the pilot and were given 64-gallon carts. Set-out rates varied from 44% to 67%, equating to a 52% increase in set-out rates. Additional findings from the pilot included the following:

- A 96% increase in the weight of materials collected,
- A 94% increase in recyclables per household,
- A 58% decrease in service time,
- And a 3% contamination rate.

Customer feedback from the cart-based pilot was very positive, with 97% saying it was much more convenient to put all materials into a single cart and 90% saying it was easier to just roll the cart to the curb. Interestingly, 83% stated that the larger cart allowed them to recycle more, indicating that customers may be intentionally throwing recyclable materials away due to bulkiness or overloading the small 18-gallon bins.

Cart-based collection systems are generally very positively viewed by residents. However, this convenience can lead to increased levels of contamination in the materials collected. Contamination refers to the material that residents include in their recycling collection but is not accepted in the program, as well as acceptable materials with unacceptable amounts of residue. Data collected from the Recycling Partnerships 2020 State of Curbside Recycling reports and peer city analysis indicated that the average inbound contamination rate was around 17%. This aligns with staff-initiated research of similar programs in cities such as Denver, CO, Sarasota, Fl, Des Moines, IA, and Austin, TX, which have contamination rates in the 12-17% range. There are also examples of peer cities that have contamination rates of 35% due to a variety of factors mostly associated with poor communication, education, and outreach efforts.

To keep contamination rates low, the conversion to a cart-based recycling program will require significant investment in community and customer-based outreach to inform residents of the change in the collection system and acceptable recyclable materials. Additionally, the deployment of anti-contamination truck-mounted cameras and software will enable the RTC Division to identify carts with contaminated materials and notify customers of acceptable materials.

**Conversion to a Cart-Based Recycling Program Projected Results** – Staff in consultation with the Recycling Partnership and Raftelis Consultants estimate that converting to a cart-based automated recycling collection system would result in the following gains and efficiencies:

- An increased diversion rate from the existing baseline of 20% to over 30%,
- A doubling in the volume of recyclables collected and diverted from the landfill,
- A 2X reduction in greenhouse gas emissions,

- A contamination rate of less than 10%,
- A more equitable recycling program that could reach all city residents regardless of housing type,
- The ability to increase commercial recycling participation, and
- Continued recycling transparency through reporting tied to contractual agreements with processors.

**BUDGET/STAFF IMPACT:**
The attached 2025 Recycling and Trash Collection Rate Study details the methodology, key assumptions, multiple scenarios, and proposed solid waste financial plan. Through the development of the scenarios and financial plans with City Staff, it was determined that Scenario 2: All-in-one weekly recycling collection meets the operational objectives of the Division, while providing for a smaller overall bill and impact on residents.

The proposed revenue adjustments help ensure adequate revenue to fund operating expenses, capital expenditures, and meet reserve targets. The Financial Plan modeling assumes the first revenue adjustment occurs on January 1, 2026. It is recommended that the need for any future identified rate revenue adjustments be reviewed in the Fiscal Year 2028 or in the event of a significant change in conditions during the recommendation period which would necessitate additional rate revenues (i.e., change in regulations, material increase in the cost of contracted disposal, recycling operational changes etc.).

**Proposed Solid Waste Revenue Adjustments (S2: All-in-one Weekly Collection**)

| **Effective Date** | **Rate Adj.** |
|---|---|
| **January 1, 2026** | **9.50%** |
| **January 1, 2027** | **7.50%** |
| **January 1, 2028** | **3.50%** |
| **January 1, 2029** | **3.50%** |
| **January 1, 2030** | **3.50%** |

**ATTACHMENTS:** 3. Staff Review Form, 4. Fayetteville_SW_Report_Draft 2_With Appendices

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

**File #:** 2025-1135

**AN ORDINANCE TO ALIGN THE CITY'S RECYCLING AND TRASH COLLECTION RATES WITH THE RECENT RATE STUDY AND INCREASE THE RECYCLING AND TRASH USER FEE BY 9.5% FOR 2026 AND 7.5% FOR 2027 BY AMENDING § 50.40 (A) RATES FOR SERVICES OF THE FAYETTEVILLE CITY CODE**

WHEREAS, the 2025 Recycling and Trash Rate Study completed by Raftelis made several recommendations based on a cost of service analysis and the goals of the City which includes a ten-year financial plan and proposed five-year rate schedule of solid waste rates including more substantial increases in the Recycling and Trash User Fee for 2026 and 2027.

**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 § 50.40 (A) Rates for Services by adding a sentence at the end as follows:

"However, for the year 2026 the Fee shall be increased by 9.5% and for the year 2027 the Fee shall be increased by 7.5%."

**City of Fayetteville Staff Review Form**

**2025-1135**

**Item ID**

**7/15/2024**

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

| Leif Olson | 6/26/2025 | SUSTAINABILITY/RESILIENCE (631) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

Approval of an ordinace adopting the proposed Recycling and Trash Division's Rate Increase for 2026 and 2027 and Conversion to an Automated Cart-Based Recycling Collection System.

## Budget Impact:

| | |
|---|---|
| Account Number | Fund |
| Project Number | Project Title |

| | | | | |
|---|---|---|---|---|
| **Budgeted Item?** | No | Total Amended Budget | $ | - |
| | | Expenses (Actual+Encum) | $ | - |
| | | Available Budget | $ | - |
| **Does item have a direct cost?** | No | Item Cost | $ | - |
| **Is a Budget Adjustment attached?** | No | Budget Adjustment | $ | - |
| | | Remaining Budget | $ | - |

*V20221130*

**Purchase Order Number:**

**Previous Ordinance or Resolution #**

**Change Order Number:**

**Approval Date:**

**Original Contract Number:**

**Comments:**

CITY OF FAYETTEVILLE

# Recycling and Trash Collection Rate Study

**REPORT / June 24, 2025**

CITY OF FAYETTEVILLE ARKANSAS

RAFTELIS

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RAFTELIS

June 24, 2025

Mr. Peter Nierengarten, PE
Environmental Director
Sustainability Department
125 W Mountain Street
Fayetteville, AR 72701

Subject: **2025 Recycling and Trash Collection Rate Study**

Dear Mr. Nierengarten:

Raftelis Financial Consultants, Inc. (Raftelis) has completed for your consideration, our analysis of the City of Fayetteville (City) Recycling and Trash Collection Division (Division) revenue sufficiency study (Study). The Study review period encompassed the Fiscal Year 2025 (current budget year) through 2034 (collectively, the "Forecast Period") with the account period from January 1 through December 31 being the "Fiscal Year". The purpose of the Study was to:

- To evaluate and recommend operational improvements to the collection system
- Develop and recommend that fairly recover costs while supporting the financial sustainability of the enterprise fund.

The Study is based on information provided by City staff including, but not limited to, the number of properties charged for collection services, historical waste deliveries, historical financial operating results, budgetary information, capital plans, fixed asset information, and other financial and statistical information. While Raftelis relied upon the information provided by City staff, care and due diligence measures were taken where practical to validate information for purposes of financial planning such as but not limited to: i) interviews with staff concerning questions related to data interpretation; ii) data testing such as revenue testing reported customer accounts; iii) trend analysis; and iv) other analytical procedures as needed. Following this letter, we have detailed our findings, observations, and recommendations in greater detail for your consideration.

It has been a pleasure working with you and we thank you and the City staff for the support provided during the course of this study.

Sincerely,

**Thierry A. Boveri, CGFM**
*Vice President*

**Sarah Neely**
*Senior Consultant*

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# 1. Executive Summary

## 1.1. Background

The Fayetteville Recycling and Trash Collections Division operates and is established as an enterprise fund. As such, the enterprise fund must have revenues equal to the cost of services provided by the system and the City must establish rates sufficient to cover the cost of operating, maintaining, repairing and financing the system.

According to the Governmental Accounting Standards Board:

> *"Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges."*

In August 2024 the City of Fayetteville (City) contracted with Raftelis Financial Consultants (Raftelis) to conduct a Recycling and Trash Collection Rate Study (Study) which includes a ten-year financial plan and proposed five-year rate schedule of the solid waste rates. This report presents the financial plans and the resulting solid waste rates.

In recent years, inflation has significantly increased impacting existing operating and infrastructure costs. Factors such as rising fuel prices, increases in labor expenses, collection, and disposal costs have contributed to reassessing the revenue sufficiency for the Division. The City's last solid waste rate study occurred in Fiscal Year 2018 with recommendations through Fiscal Year 2023. It is important to note that while the City has a Consumer Price Index (CPI) escalation, that rates have not kept pace with inflation and the costs of changing operations. Highlighted in the figure below, we notice this difference in how the rates that have been in effect have been outpaced by the Garbage and Trash Index over the last several years.

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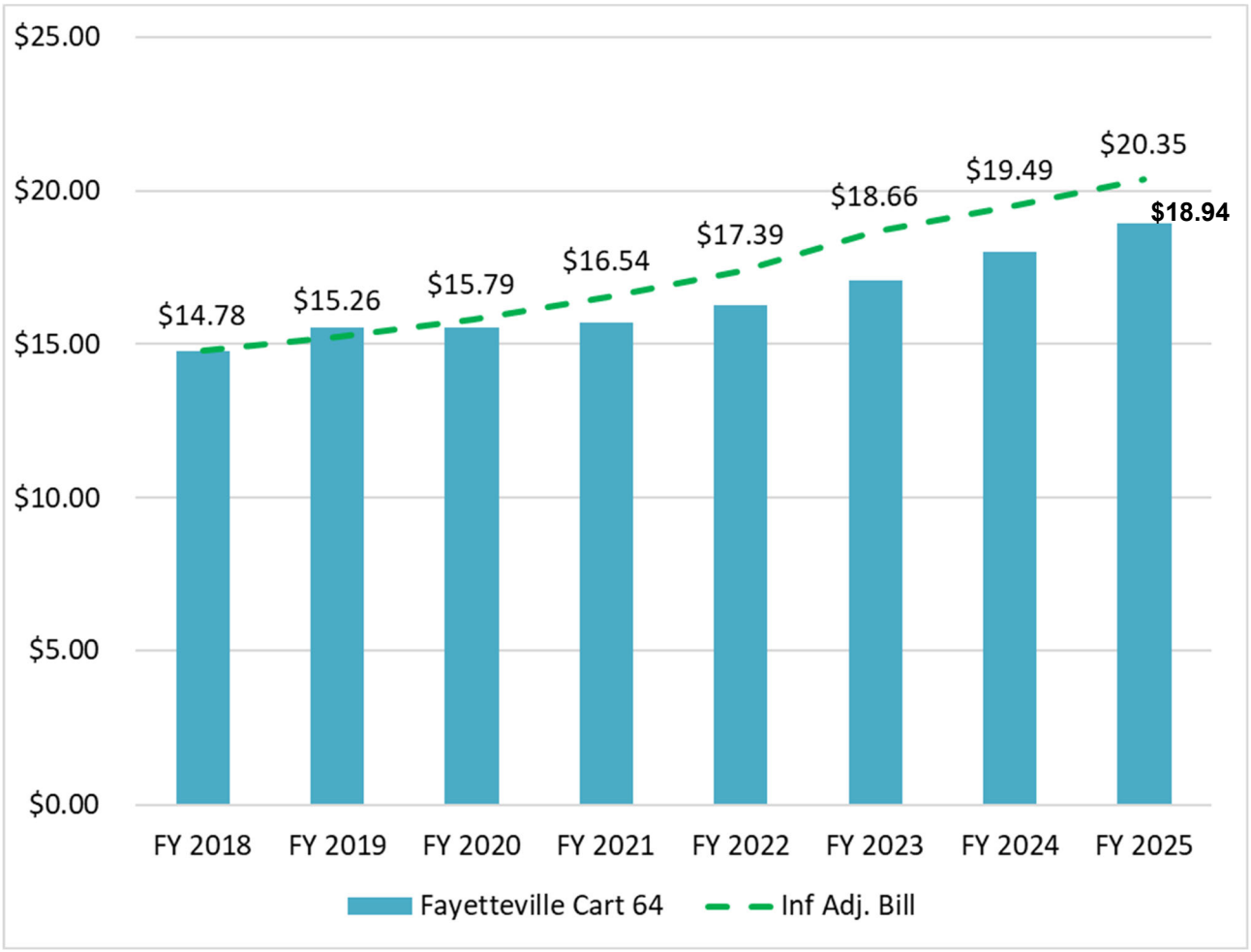
**Figure 1-1: Historical Bill Comparison for Average 64-gallon Residential Customer**




The City's Sustainability Department through the Recycling and Trash Collection Division (Division) provides trash collection service and recycling collection to a population of over 29,400 customers in the City. These collection services are managed by the Division which are funded through service charges billed monthly to customers based on their level of service. Residential customers and commercial customers have the flexibility to choose their level of service based on their individual needs. This choice includes options such as the size of trash carts, additional trash carts, extra one-time pickups, bulky waste collection, recycling, food waste and yard waste collection. The City also provides disposal services through their transfer station and composting sites. On an annual basis, the City generates over 76,100 refuse tons. Additionally, the City generates approximately over 6,000 recycling tons annually.

The City offers waste collection services tailored to meet the needs of both residential and commercial customers. For residents, the base level of service includes options for one-32, 64, or 96-gallon cart for weekly refuse collection. Additionally, the base level of service includes weekly curb-sort recycling 2-18-gallon bins, and yard waste, and every other week food waste collection as a pilot program. Any additional yard waste or bulky waste collection required will incur an additional charge. Commercial customers have a variety of different levels of service for refuse and recycling collection, ranging from two to eight cubic yard dumpsters and compactors with pickups ranging from one to six times a week, drop box collection from 20-40 cubic yard

dumpsters and compactors and cart service for glass recycling and food waste collection. To facilitate these collection services, the City operates and maintains its own fleet through an Internal Fleet Fund.

The Division works with the City's Fleet Department that oversees the procurement and upkeep of vehicles for various trash collection services. Presently, the City's fleet comprises of 27 residential trucks to service 90 routes with 38 full-time employees (FTEs) and 14 commercial trucks to service 53 routes per week with 12 FTEs.

## 1.2. Methodology

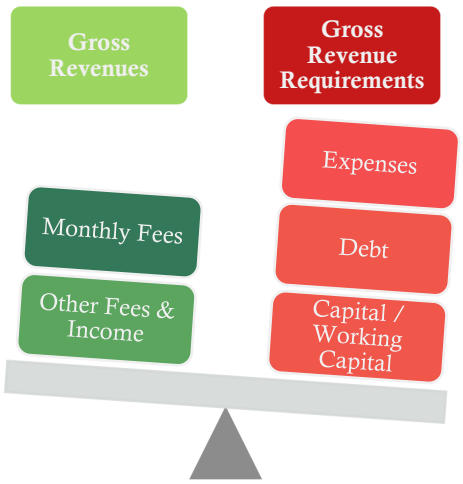
The foundation of the Study and the primary objective of the solid waste rates are to reasonably recover the cost of providing service, cost of infrastructure investment and compliance with covenants of internal fiscal targets (referred to as the "Revenue Sufficiency" evaluation).

In order to address the sustainability of the City's charges for service, Raftelis developed a solid waste financial plan for the City which set forth the total revenue adjustments needed to meet capital investment, operational expenses, and cash reserves needs during the five-year rate-setting period. Raftelis worked with City staff to refine inputs and provide scenarios of revenue adjustments for the City consideration.

A key component of the plan was a projection of the Net Revenue Requirements from rates, which equates to the expenditure requirements funded from monthly user charges. An illustration of the components that make up the Net Revenue Requirements is summarized below:

+ Cost of Operation and Maintenance
+ Indirect Cost Allocations
+ Capital & Fleet Funding Requirements
+ Deposits to Reserves for Policy Compliance and Future Expenditures
– Other Operating Revenue
– Interest Income / Transfers from Operating Reserves

= Net Revenue Requirements (Funded from Rates)




Performing a thorough evaluation of the City's funding requirements allows us to provide sound-rate recommendations to help ensure the City has sufficient resources to fund operations and achieve their objectives.

## 1.3. Key Assumptions

Raftelis developed the solid waste financial model in Microsoft Excel to project financial and rate calculations over a 10-year study previously defined as the Forecast Period. All assumptions were discussed with and reviewed by City staff. This report will detail all the assumptions developed in support of the financial plan, however below details some of the key assumptions

- The City's fiscal year spans from January 1 through December 31.
- Customer growth was assumed on average at 2% throughout the forecast year
- Projections in future years were generally made based on the budgeted Fiscal Year 2025 data using a range of escalation factors from 4%-7%
    - Expenses were based on the Fiscal Year 2025 budget and escalated for inflation and changes in operations
    - Revenues were based on billing statistics and reported financials and were escalated for growth and rate adjustments
- The forecast targets a 120-day operating reserve balance by the end of the Forecast Period

## 1.4. Recycling Operations Scenarios

Through the Study, the Division looked to evaluate three recycling operational scenarios in addition to their current recycling operations for rate setting purposes. The proposed operational changes were evaluated based on their potential to enhance overall program performance, safety, and long-term fiscal sustainability, relative to their financial impact on the system.

1. Status Quo: Current Curb-sort Recycling
2. Scenario 1: Dual Stream Cart-based Recycling
3. Scenario 2: All-in-one Cart-based Recycling - Weekly
4. Scenario 3: All-in-one Cart-based Recycling – Every Other Week

The table below breaks down the impact of each of the scenarios, by tons, trucks, the customers per route, and the costs associated.

**Table 1-1: Recycling Scenario Operational and Financial Comparison**

| | Tons Recycled | Trucks | Weekly Routes | Households/ Route /Day | Incremental Vehicles Costs [(1)] | Incremental Cart Costs | Operating Expenses |
|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | 12 | 50 | 465 | n/a | n/a | $19,105,142 |
| S1: Dual Stream Cart Recycling | 3,727 | 8 | 30 | 776 | $1,514,000 | $3,540,522 | $17,916,857 |
| S2: All-in-one Cart Recycling | 5,083 | 6 | 23 | 1,008 | $418,750 | $1,770,261 | $17,663,957 |
| S3: All-in-one Cart Recycling EOW | 5,083 | 4 | 14 | 1,629 | $0 | $2,655,392 | $17,184,665 |

(1) The City utilizes fleet replacement credit for vehicles through their Fleet Department and these values are reflective of the approximate costs after the use of the credit.

(2)

More detail is provided in later sections in the report on each scenario and their impact to the City and its residents.

## 1.5. Solid Waste Financial Plan – Status Quo

Based on the key assumptions of the Study we have determined that the existing rates for solid waste services under each scenario will not be adequate to generate sufficient revenues to fund the projected needs of the Division. For purposes of this section, the following figures and tables depict the forecast under Status Quo which is the continuation of current operations. Table 1-1 shows the necessary rate revenue adjustments for the Forecast Period and highlights the initial five-year study recommendation period under current operations. Implementation for the identified rate adjustments were assumed at the outset of each fiscal year, beginning on January 1. It is recommended that the need for any future identified rate revenue adjustments be reviewed in the Fiscal Year 2030 or in the event of a significant change in conditions during the recommendation period which would necessitate additional rate revenues (i.e., change in regulations, material increases in cost, change in operations, etc.).

**Table 1-2: Solid Waste Revenue Adjustments (Status Quo)**

| Effective Date | Assumed CPI | Additional | Status Quo |
|---|---|---|---|
| January 1, 2026 | 4.50% | 5.00% | 9.50% |
| January 1, 2027 | 4.50% | 5.00% | 9.50% |
| January 1, 2028 | 4.50% | 1.00% | 5.50% |
| January 1, 2029 | 4.50% | 0.00% | 4.50% |
| January 1, 2030 | 4.50% | 0.00% | 4.50% |

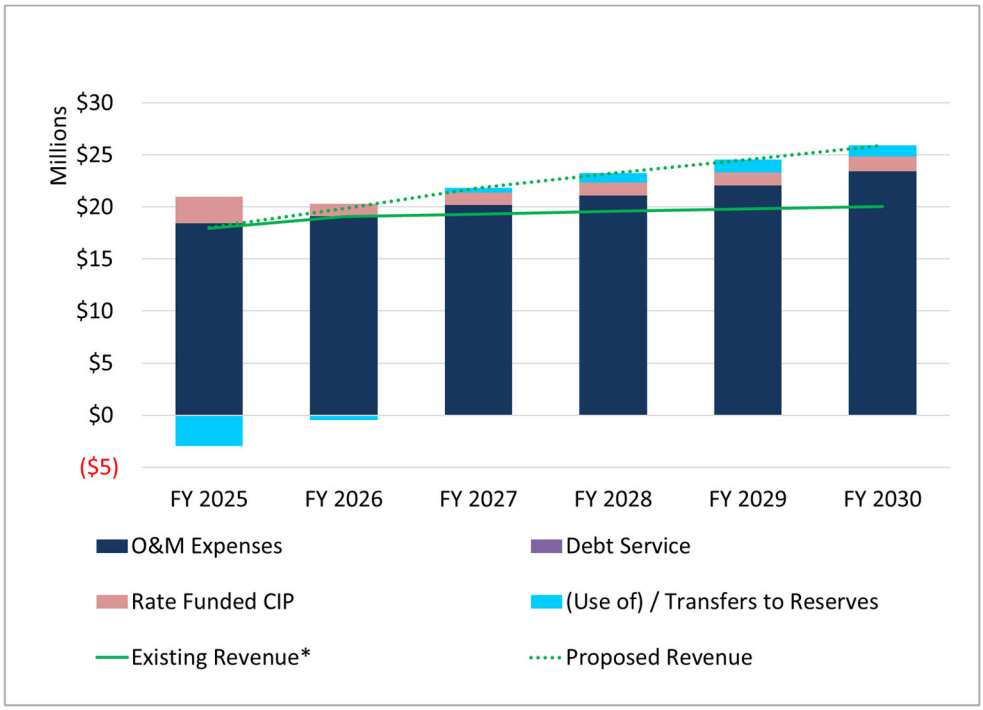
Key factors influencing the need for identified revenue adjustments include:

- As can be seen in Figure 1-1, solid waste rates have not kept pace with the Consumer Price Index (CPI) or Water and Sewer and Trash Collection Services Index (WS&T).
- As shown in Figure 1-2, the Study indicates a funding deficiency to cover rate-funded capital improvements within the Fiscal Year 2026, which continues to grow through the forecast period.
- The Division is looking to potentially change their recycling operations from a manual curb-sort to all-in-one cart-based recycling
- The remainder of the necessary revenue increase is to address assumed inflation in operating expenses.
- Addressing the Solid Waste Services funding deficiency, changes in operations, and inflation will provide adequate funding for operations, capital funding, and support deposits to reserves in outer years to help maintain compliance with internal minimum cash reserve targets.

Figure 1-2 provides a breakdown of the projected revenue requirements of the Division. As can be seen from the gap analysis, the Division's current period expenditure exceeds existing revenues, which only grows over time due to inflation in the cost of operations and the increased need for sufficient reserves. The rate revenues at existing rates is shown by the green line. Projected rate revenues with the status-quo rate adjustments is

shown by the dotted green line. Annual expenditures are shown by the dark blue columns. The bright blue bar represents transfers to reserves, and the pink bar represents capital funded through rates.

**Figure 1-2: Solid Waste Financial Plan (Status Quo)**




**Existing revenue includes assumed 4.5% CPI escalation increases*

Figure 1-3: Solid Waste Financial Plan: Cash Reserves (Status Quo)

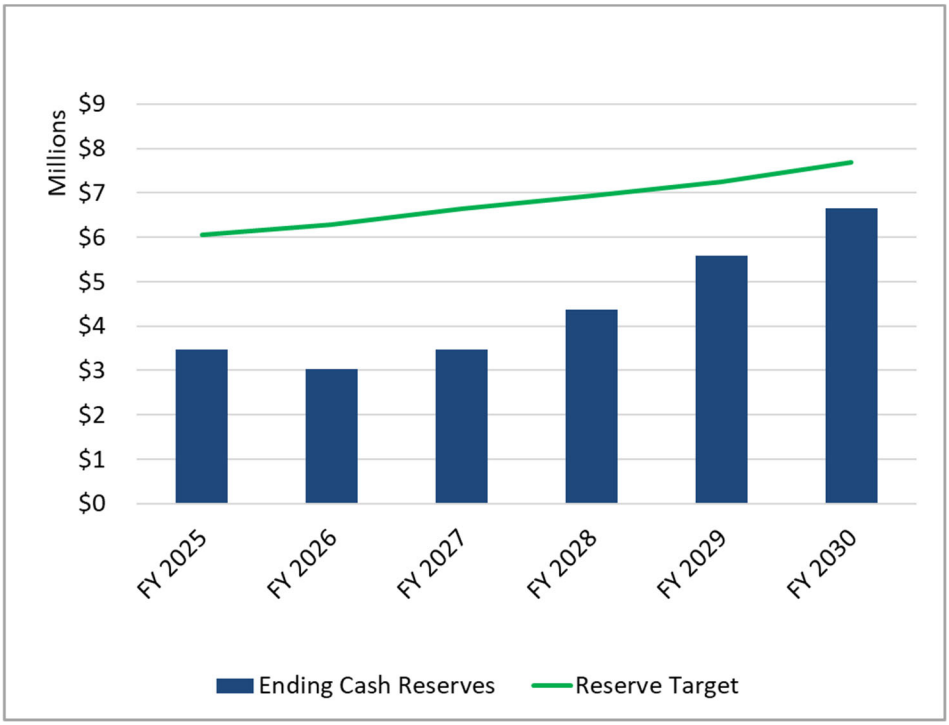



Figure 1-3 shows projected operating cash balances (blue bars) at the end of each fiscal year over the Forecast Period relative to the City's total reserve targets of 120-day operating reserves under the status quo financial plan. Reserves are drawn down in the first fiscal year to help cover annual operating costs, fund capital expenditures, and allow for the phase-in of annual rate revenue adjustments for the benefit of the rate payers. As can be seen, with the rate increases, the City does not meet the reserve target within the five-year rate setting window and is short approximately $1 million in reaching the target by FY 2030.

## 1.6. Proposed Solid Waste Financial Plan – Scenario 2

Through the development of the scenarios and financial plans with City Staff, it was determined that Scenario 2: All-in-one weekly recycling collection meets the operational objectives of the Division, while providing for a smaller bill overall impact to residents. The following tables and figures below show the proposed rate revenue adjustments for the Forecast Period and highlights the initial five-year study recommendation period.

Table 1-3: Proposed Solid Waste Revenue Adjustments (S2: All-in-one Weekly Collection)

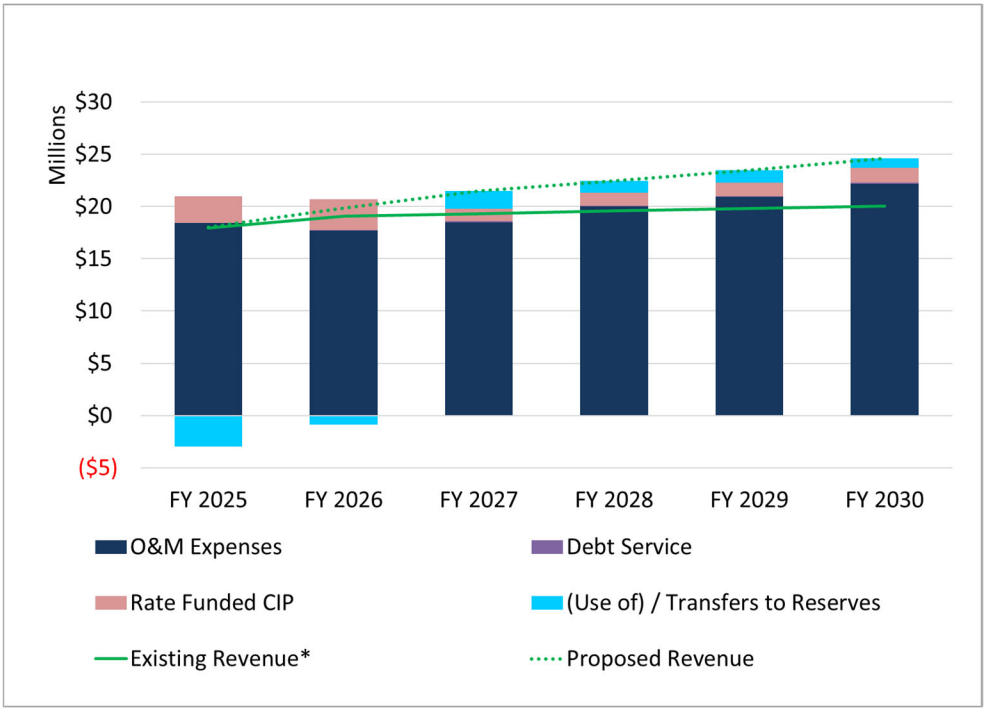
| Effective Date | Rate Adj. |
|---|---|
| January 1, 2026 | 9.50% |
| January 1, 2027 | 7.50% |
| January 1, 2028 | 3.50% |
| January 1, 2029 | 3.50% |
| January 1, 2030 | 3.50% |

**Key benefits of the proposal include:**

- **Increased Recycling Diversion** by expanding service to multi-family and commercial customers, potentially doubling recycling collection volumes;
- **Enhanced Driver Safety** through the automation of collection processes, reducing manual handling and related risks;
- **Lower Operational Costs** driven by automation, enabling route consolidation, fewer trucks on the road, and reduced labor hours;
- **Smaller Rate Adjustments** as a result of cost savings, helping to minimize customer impact and maintain competitive rates compared to peer communities; and
- **Policy Compliance** through improved operational performance, full funding of the capital plan, and achievement of minimum fiscal targets.
- **Contamination Management** through the use of anti-contamination software on collection trucks

Figure 1-4 provides a breakdown of the projected revenue requirements of the Division under Scenario 2. As can be seen from the gap analysis, as with Status Quo, the Division's current period expenditure exceeds existing revenues, which only grows over time due to inflation in the cost of operations and the increased need for sufficient reserves. The rate revenues at existing rates is shown by the green line. Projected rate revenues with the proposed rate adjustments is shown by the dotted green line. Annual expenditures are shown by the dark blue columns. The bright blue bar represents transfers to the general fund, the yellow bar represents capital funded through rates, and the red bar represents deposits to cash reserves.

**Figure 1-4: Proposed Solid Waste Financial Plan (S2: All-in-one Weekly Collection)**




**Existing revenue includes assumed 4.5% CPI escalation increases*

**Figure 1-5: Proposed Solid Waste Financial Plan: Cash Reserves (S2: All-in-one Weekly Collection)**

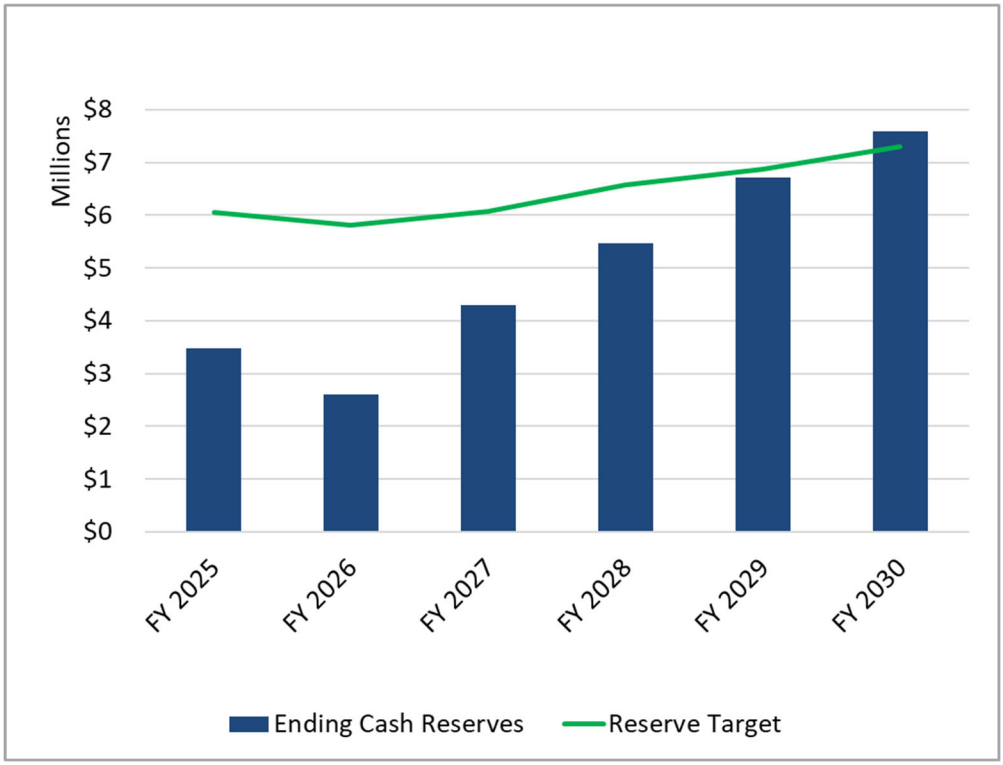



Figure 1-3 shows projected operating cash balances (blue bars) at the end of each fiscal year over the Forecast Period relative to the City's total reserve targets of 120-day operating reserves under the status quo financial plan. Reserves are drawn down in the first fiscal year to help cover annual operating costs, fund capital expenditures, and allow for the phase-in of annual rate revenue adjustments for the benefit of the rate payers. As can be seen, with the rate increases, the City meets the reserve target within the five-year rate setting window at Fiscal Year 2029.

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## 1.7. Proposed Solid Waste Rates

The proposed five-year solid waste rate schedule was developed based on the overall revenue adjustment needs of the System as discussed in further detail in Section 4 of this report. **Error! Not a valid bookmark self-reference.** and Table 1-4 below presents a summary of the proposed monthly rates for the Study.

**Table 1-4: Proposed Five-Year Solid Waste Monthly Rate Schedule - Carts**

| | Current | Proposed | | | | |
|---|---|---|---|---|---|---|
| Description | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
| **Residential** | | | | | | |
| **Inside City** | | | | | | |
| Residential Curbside Service - 32gal | $12.40 | $13.58 | $14.60 | $15.11 | $15.64 | $16.18 |
| Residential Curbside Service - 64gal | $18.94 | $20.74 | $22.29 | $23.08 | $23.88 | $24.72 |
| Residential Curbside Service - 96gal | $26.89 | $29.44 | $31.65 | $32.76 | $33.91 | $35.09 |
| **Outside City** | | | | | | |
| Residential Curbside Service - 32gal | $18.58 | $20.34 | $21.87 | $22.63 | $23.42 | $24.24 |
| Residential Curbside Service - 64gal | $28.36 | $31.05 | $33.38 | $34.55 | $35.76 | $37.01 |
| Residential Curbside Service - 96gal | $40.25 | $44.07 | $47.37 | $49.03 | $50.75 | $52.53 |
| **Commercial** | | | | | | |
| **Inside City** | | | | | | |
| Commercial Curbside Service | $24.21 | $26.51 | $28.50 | $29.50 | $30.53 | $31.60 |
| Food Waste Cart | $20.47 | $22.42 | $24.10 | $24.94 | $25.82 | $26.72 |
| Recycling Cart | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| Glass Cart | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| **Outside City** | | | | | | |
| Commercial Curbside Service | $36.36 | $39.81 | $42.80 | $44.30 | $45.85 | $47.45 |

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## Table 1-5: Proposed Five-Year Solid Waste Rate Schedule - Dumpsters

| Description | Current | Proposed | | | | |
|---|---|---|---|---|---|---|
| | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
| **Shared Bin (Multi-Meter)** | | | | | | |
| Inside City Multi-Meter Dumpsters | $11.84 | $12.96 | $13.94 | $14.42 | $14.93 | $15.45 |
| Outside City Multi-Meter Dumpsters | $17.76 | $19.45 | $20.90 | $21.64 | $22.39 | $23.18 |
| **Inside City** | | | | | | |
| **Commercial Dumpsters** | | | | | | |
| Commercial Dumpster Pickup 2YD | $57.86 | $63.36 | $68.11 | $70.49 | $72.96 | $75.51 |
| Commercial Dumpster Pickup 4YD | $107.74 | $117.98 | $126.83 | $131.27 | $135.86 | $140.62 |
| Commercial Dumpster Pickup 6YD | $140.09 | $153.39 | $164.90 | $170.67 | $176.64 | $182.83 |
| Commercial Dumpster Pickup 8YD | $175.41 | $192.07 | $206.48 | $213.71 | $221.19 | $228.93 |
| Cardboard 4YD | $26.93 | $29.49 | $31.70 | $32.81 | $33.95 | $35.14 |
| Cardboard 6YD | $35.02 | $38.35 | $41.23 | $42.67 | $44.16 | $45.71 |
| Cardboard 8YD | $43.86 | $48.02 | $51.62 | $53.43 | $55.30 | $57.24 |
| Food Waste Pilot 2 CY | $43.40 | $47.52 | $51.09 | $52.87 | $54.72 | $56.64 |
| Food Waste Pilot 4 CY | $80.80 | $88.48 | $95.12 | $98.45 | $101.89 | $105.46 |
| **Compactors** | | | | | | |
| Compacted Trash 2YD | $122.10 | $133.70 | $143.72 | $148.75 | $153.96 | $159.35 |
| Compacted Trash 4YD | $244.22 | $267.42 | $287.48 | $297.54 | $307.95 | $318.73 |
| Compacted Trash 6YD | $366.33 | $401.13 | $431.22 | $446.31 | $461.93 | $478.10 |
| Compacted Trash 8YD | $488.43 | $534.83 | $574.94 | $595.06 | $615.89 | $637.45 |
| Compacted Cardboard 2YD | $30.52 | $33.42 | $35.93 | $37.19 | $38.49 | $39.84 |
| Compacted Cardboard 4YD | $61.05 | $66.85 | $71.86 | $74.38 | $76.98 | $79.67 |
| Compacted Cardboard 6YD | $91.57 | $100.27 | $107.79 | $111.57 | $115.47 | $119.51 |
| **Outside City** | | | | | | |
| **Commercial Dumpsters** | | | | | | |
| Commercial Dumpster Pickup 2YD | $86.79 | $95.04 | $102.16 | $105.74 | $109.44 | $113.27 |
| Commercial Dumpster Pickup 4YD | $161.62 | $176.97 | $190.24 | $196.90 | $203.79 | $210.92 |
| Commercial Dumpster Pickup 6YD | $210.13 | $230.09 | $247.35 | $256.00 | $264.96 | $274.24 |
| Commercial Dumpster Pickup 8YD | $263.12 | $288.11 | $309.72 | $320.56 | $331.78 | $343.39 |
| Cardboard 4YD | $40.47 | $44.31 | $47.64 | $49.31 | $51.03 | $52.82 |
| Cardboard 6YD | $52.65 | $57.65 | $61.98 | $64.14 | $66.39 | $68.71 |
| Cardboard 8YD | $65.93 | $72.19 | $77.60 | $80.32 | $83.13 | $86.04 |
| Commercial Bin Recycling | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| Paper 4YD | $26.93 | $29.49 | $31.70 | $32.81 | $33.95 | $35.14 |

Table Continued on Following Page

| Description | Current FY 2025 | FY 2026 | Proposed FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| **Compactors** | | | | | | |
| Compacted Trash 4YD | $348.89 | $382.03 | $410.68 | $425.06 | $439.93 | $455.33 |
| Compacted Trash 6YD | $523.32 | $573.04 | $616.02 | $637.58 | $659.89 | $682.99 |
| Compacted Cardboard 4YD | $87.21 | $95.50 | $102.66 | $106.25 | $109.97 | $113.82 |
| Compacted Cardboard 6YD | $130.82 | $143.25 | $154.00 | $159.39 | $164.97 | $170.74 |
| **Roll-Offs – By Pickups** | | | | | | |
| 20 yd - Roll Off | $450.00 | $492.75 | $529.71 | $548.25 | $567.43 | $587.29 |
| 30 yd - Roll Off | $525.00 | $574.88 | $617.99 | $639.62 | $662.01 | $685.18 |
| 40 yd - Roll Off | $600.00 | $657.00 | $706.28 | $730.99 | $756.58 | $783.06 |
| Trash Compactor | $300.00 | $328.50 | $353.14 | $365.50 | $378.29 | $391.53 |
| Cardboard Compactor | $200.00 | $219.00 | $235.43 | $243.66 | $252.19 | $261.02 |
| Disposal Per Ton | $64.00 | $70.08 | $75.34 | $77.97 | $80.70 | $83.53 |
| **Roll-Offs – By Pickups** | | | | | | |
| Disposal Minimum (per Load) | $44.00 | $48.18 | $51.79 | $53.61 | $55.48 | $57.42 |
| Disposal (Resident) (per Ton) | $68.00 | $74.46 | $80.04 | $82.85 | $85.75 | $88.75 |
| Disposal (Out of Town) (per Ton) | $82.00 | $89.79 | $96.52 | $99.90 | $103.40 | $107.02 |

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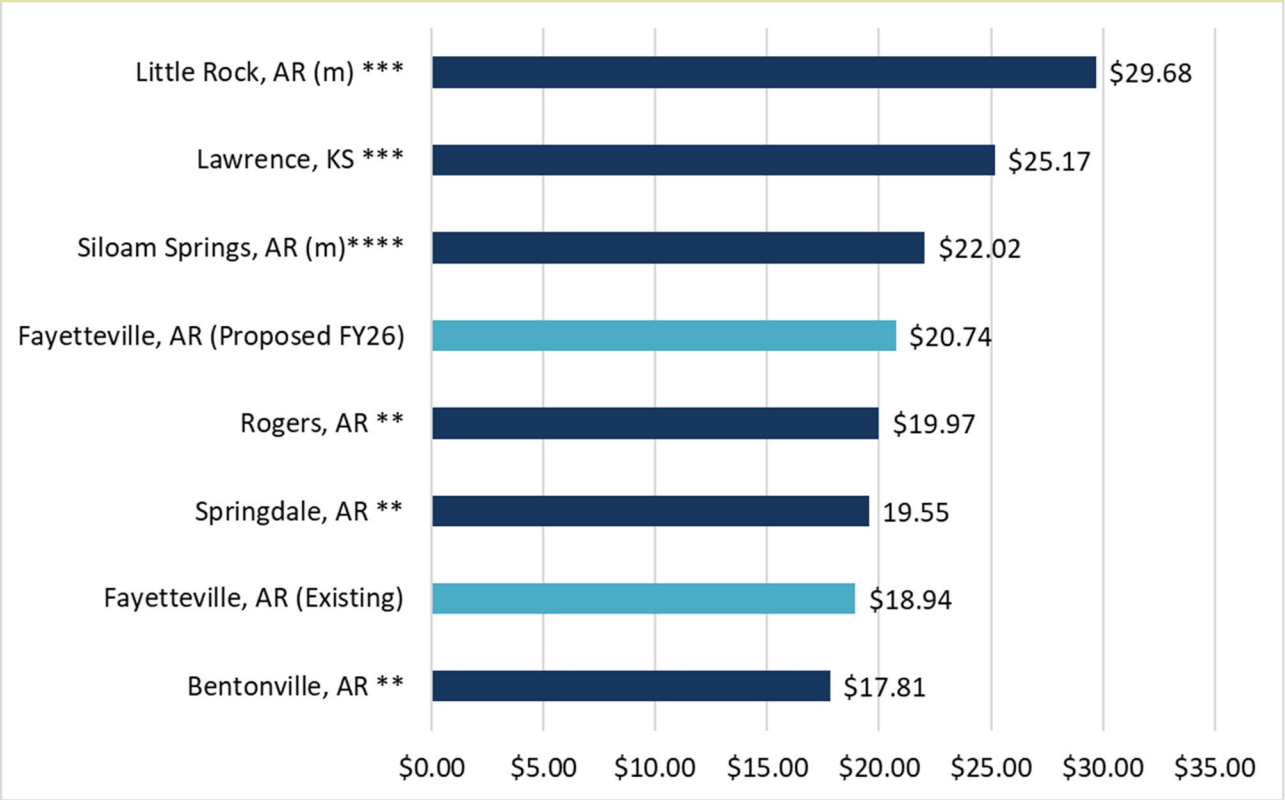
## 1.8. Monthly Residential Bill Comparison

For the purposes of this analysis, a solid waste fee comparison was prepared with other comparable entities for informational purposes. It should be noted that not all the entities in the comparison operate as an enterprise fund and service may be subsidized by the entity's general fund. Figure 1-6 shows a comparison of the residential single-family monthly rates for solid waste collection as of Fiscal Year 2025.

**Figure 1-6: Monthly Residential Fee Comparison Based on 64 gallon**



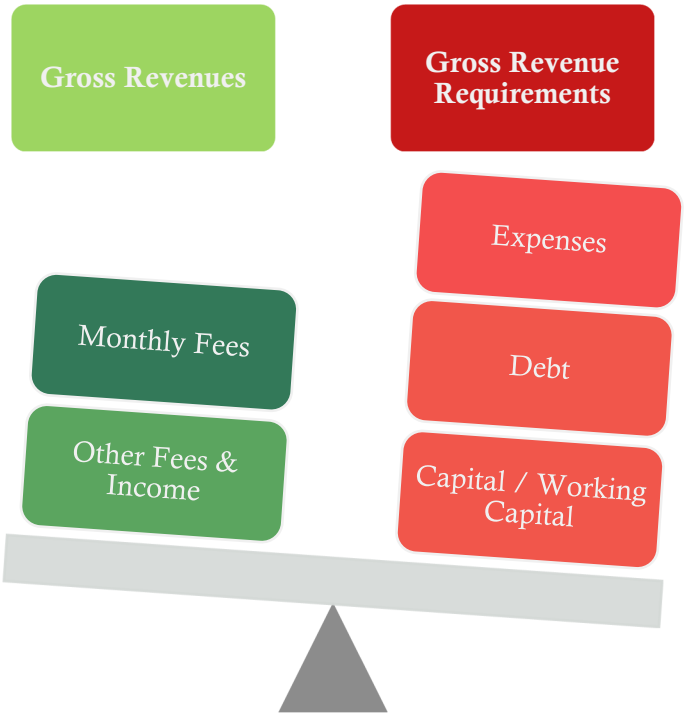

*m = Municipally operated trash and recycling*
*** = Subscription yard waste collection or drop-off only for yard waste*
**** = Every other week recycling collection*
***** = Every other week yard waste collection*

Key observations from the comparison include: i) the City provides comparable levels of service to the other entities with weekly solid waste collection; ii) the City provides higher level of service, yard waste collection and drop-off operations, glass recycling and multiple pay-as-you-throw options; iii) while the survey did not assess whether other entities fully funded operations from user fees alone, it should be noted that the City's operations are funded exclusively from user fees and not subsidized by transfers from the general fund.

# 2. Methodology

The foundation of the Study and the primary objective of the solid waste rates are to reasonably recover the cost of providing service, cost of infrastructure investment and compliance with covenants of internal fiscal targets (referred to as the "Revenue Sufficiency" evaluation).

Ensuring adequate cash reserves and appropriate cash flows generally results in a sustainable long-term financial plan that can mitigate the financial and operating risk from unanticipated or sudden events to financial operations (e.g., changes in market conditions affecting operations, recovered materials revenues, reduced growth or tonnages, unanticipated or extraordinary expenses, unfunded mandates, etc.). The identified revenue requirements to be funded from rates are then allocated based on the type and level of service.




In order to assess the sustainability of the City's charges for service Raftelis developed a financial model capable of forecasting solid waste operations over a ten-year Forecast Period but with the recommended rate revenue adjustment period comprising the Fiscal Years 2026 through 2030. By forecasting operations over this period of time we are able to capture funding requirements that may not be annually occurring, test sensitivity to potential changes in operations or costs, and examine projections of cash reserves and net revenue margins to evaluate compliance with formal and informal fiscal policies. Performing a thorough evaluation of the City's funding requirements allows us to provide sound rate recommendations to help ensure the City has sufficient resources to fund operations and achieve their objectives. The following provides a brief overview of the key activities performed for the Study:

1. An evaluation of the service area requirements for the City was performed. This included a review of recent historical customers served and corresponding waste generation such that: i) a representative forecast of the Division's needs from a financial standpoint could be prepared; and ii) a projection of rate revenues consistent with the projected service area needs could be developed.

2. Raftelis with support of City staff, analyzed a projection of the Net Revenue Requirements from rates, which equates to the expenditure requirements funded from monthly user charges. An illustration of the components that make up the Net Revenue Requirements is summarized below:

   \+ Cost of Operation and Maintenance
   \+ Indirect Cost Allocations
   \+ Capital & Fleet Funding Requirements
   \+ Deposits to Reserves for Policy Compliance and Future Expenditures
   – Other Operating Revenue
   – Interest Income / Transfers from Operating Reserves
   = Net Revenue Requirements (Funded from Rates)

3. Based on the identified funding requirements and the cost of service associated with providing service over the Forecast Period, provide rate recommendations to ensure adequate funding for the City's needs and meet the City's rate goals and objectives.

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# 3. Key Inputs and Assumptions

Raftelis developed a solid waste financial model in Microsoft Excel to project financial and rate calculations over a 10-year study previously defined as the Forecast Period. The City's fiscal year spans from January 1 through December 31. Projections in future years were generally made based on the budgeted Fiscal Year 2025 data using key assumptions as outlined below. All assumptions were discussed with and reviewed by City staff. This section will detail all the key assumptions developed in support of the financial plan.

## 3.1. Current Rates and Operations

The City offers comprehensive waste collection services, including household garbage, recycling, yard waste, and bulky waste collection, to approximately 26,390 residential and over 4,400 commercial accounts, generating approximately 76,100 tons of waste and 6,000 recycling tons annually. These collection services are managed by the Sustainability Department through the Recycling and Trash Collection Division, funded through service charges billed monthly to customers based on their level of service. Residents have the flexibility to choose their level of service based on their individual needs. For residents, the base level of service includes options for one-32, 64, or 96-gallon cart for weekly refuse collection. Additionally, the base level of service includes weekly curb-sort recycling 2-18-gallon bins, and yard waste, and every other week food waste collection as a pilot program. Any additional yard waste or bulky waste collection required will incur an additional charge. These service options allow residents to tailor their waste management solutions according to their specific needs, providing them the flexibility to customize their services accordingly.

As it relates to residential refuse collection service, the City provides residents with weekly residential refuse collection using a three-bin /cart system for garbage and recycling. The monthly rate for residents includes one (1) trash cart for their household garbage of their choice, and two (2) 18-gallon cart for recycling waste. Any additional carts are available for an additional fee. Table 3-1**Error! Reference source not found.** shows the current adopted residential trash rates

.

**Table 3-1: Current Residential Solid Waste Rate Structure**

| Residential Collection Rates | 2025 |
|---|---|
| Fayetteville Cart 32 | $12.40 |
| Fayetteville Cart 64 | $18.94 |
| Fayetteville Cart 96 | $26.89 |
| | |
| Outside Cart 32 | $18.58 |
| Outside Cart 64 | $28.36 |
| Outside Cart 96 | $40.25 |

[1] Charge for service includes garbage, recycling, yard waste

Along with residential collection service, the City provides dumpster collection service to its commercial customers, for trash, recycling, and cardboard which varies in the level of service based on demand. Table 3-2 shows the current adopted rates for commercial customers.

### Table 3-2: Current Commercial Solid Waste Rate Structure

| Commercial Collection Rates | Existing |
|---|---|
| Carts | |
| Commercial Cart | $24.21 |
| Commercial Recycling | $6.10 |
| Commercial Glass Cart | $6.10 |
| Commercial Food Waste | $18.14 |
| Outside City Commercial Cart | $36.36 |
| Multi-Meter - Commercial Shared Bin | $11.84 |
| Inside City | |
| Dumpsters | |
| 2 Cubic Yard - Trash | $57.86 |
| 4 Cubic Yard - Trash | $107.74 |
| 6 Cubic Yard - Trash | $140.09 |
| 8 Cubic Yard - Trash | $175.41 |
| 2 Cubic Yard - Compacted Trash | $122.10 |
| 4 Cubic Yard - Compacted Trash | $244.22 |
| 6 Cubic Yard - Compacted Trash | $366.33 |
| 8 Cubic Yard - Compacted Trash | $488.43 |
| 4 Cubic Yard - Cardboard | $26.93 |
| 6 Cubic Yard - Cardboard | $35.02 |
| 8 Cubic Yard - Cardboard | $43.86 |
| 2 Cubic Yard - Compacted Cardboard | $30.52 |
| 4 Cubic Yard - Compacted Cardboard | $61.05 |
| 6 Cubic Yard - Compacted Cardboard | $91.57 |
| Dumpster Lease 2 YD | $16.48 |
| Dumpster Lease 4 YD | $18.84 |
| Dumpster Lease 6 YD | $21.92 |
| Dumpster Lease 8 YD | $25.88 |
| Outside City | |
| Dumpsters | |
| 2 Cubic Yard - Trash | $86.79 |
| 4 Cubic Yard - Trash | $161.62 |
| 6 Cubic Yard - Trash | $210.13 |
| 8 Cubic Yard - Trash | $263.12 |
| 4 Cubic Yard - Compacted Trash | $366.33 |
| 6 Cubic Yard - Compacted Trash | $549.49 |
| 4 Cubic Yard - Cardboard | $40.47 |
| 6 Cubic Yard - Cardboard | $52.65 |
| 8 Cubic Yard - Cardboard | $65.93 |

*Table Continued on Following Page.*

| Continued Rates | Existing |
|---|---|
| 4 Cubic Yard - Compacted Cardboard | $91.57 |
| 6 Cubic Yard - Compacted Cardboard | $137.36 |
| Dumpster Lease 2 YD | $24.73 |
| Dumpster Lease 4 YD | $28.26 |
| Dumpster Lease 6 YD | $32.88 |
| Dumpster Lease 8 YD | $38.82 |
| Commercial Drop Box (per Pick-up) | |
| 20 Yard - Roll Off | $450.00 |
| 30 Yard - Roll Off | $525.00 |
| 40 Yard - Roll Off | $600.00 |
| Trash Compactor | $300.00 |
| Cardboard Compactor | $200.00 |
| Commercial Drop Box | $450.00 |
| Transfer Station (Per Ton) | |
| Disposal Minimum (per Load) | $44.00 |
| Disposal (Resident) (per Ton) | $68.00 |
| Disposal (Out of Town) (per Ton) | $82.00 |

## 3.2. Customer Statistics

### 3.2.1. Customer Accounts

The forecast of solid waste service revenues relied upon a review of recent historical trends in solid waste customer account growth and tonnage statistics. A 2% residential growth rate was assumed for the forecast and we assume an average growth rate of 1% for non-residential customers based on a detailed review of the historical period which consisted of Fiscal Year 2019 to Fiscal Year 2024 The following table provides a summary of projected trends in solid waste customer billing statistics:

**Table 3-3: Projected Residential Customer Statistics**

| Accounts | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Fayetteville Cart 32 | 5,653 | 5,803 | 5,930 | 6,058 | 6,186 | 6,314 |
| Fayetteville Cart 64 | 13,991 | 14,362 | 14,678 | 14,994 | 15,310 | 15,626 |
| Fayetteville Cart 96 | 7,353 | 7,548 | 7,714 | 7,880 | 8,046 | 8,212 |
| | | | | | | |
| Outside Cart 32 | 48 | 49 | 50 | 51 | 53 | 54 |
| Outside Cart 64 | 153 | 157 | 161 | 165 | 168 | 172 |
| Outside Cart 96 | 124 | 127 | 130 | 133 | 136 | 139 |

## Table 3-4: Projected Commercial Customer Statistics

| Accounts | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Carts | | | | | | |
| Commercial Cart | 698 | 698 | 698 | 698 | 698 | 698 |
| Commercial Glass Cart | 10 | 10 | 10 | 10 | 10 | 10 |
| Greenland Commercial Cart | 37 | 37 | 37 | 37 | 37 | 37 |
| Multi-Meter - Commercial Shared Bin | 9,426 | 9,426 | 9,426 | 9,426 | 9,426 | 9,426 |
| Inside City | | | | | | |
| Dumpsters | | | | | | |
| 2 Cubic Yard - Trash | 161 | 161 | 162 | 162 | 163 | 163 |
| 4 Cubic Yard - Trash | 320 | 321 | 322 | 323 | 324 | 325 |
| 6 Cubic Yard - Trash | 436 | 437 | 438 | 439 | 441 | 442 |
| 8 Cubic Yard - Trash | 428 | 429 | 431 | 432 | 433 | 434 |
| 2 Cubic Yard - Compacted Trash | 2 | 2 | 2 | 2 | 2 | 2 |
| 4 Cubic Yard - Compacted Trash | 2 | 2 | 2 | 2 | 2 | 2 |
| 6 Cubic Yard - Compacted Trash | 7 | 7 | 7 | 7 | 7 | 7 |
| 8 Cubic Yard - Compacted Trash | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 Cubic Yard - Cardboard | 80 | 82 | 84 | 86 | 88 | 90 |
| 6 Cubic Yard - Cardboard | 115 | 118 | 121 | 124 | 127 | 130 |
| 8 Cubic Yard - Cardboard | 106 | 109 | 111 | 114 | 117 | 120 |
| 2 Cubic Yard - Compacted Cardboard | 0 | 0 | 0 | 0 | 0 | 0 |
| 4 Cubic Yard - Compacted Cardboard | 2 | 2 | 2 | 2 | 2 | 2 |
| 6 Cubic Yard - Compacted Cardboard | 4 | 4 | 4 | 4 | 4 | 4 |
| Outside City | | | | | | |
| Dumpsters | | | | | | |
| 2 Cubic Yard - Trash | 2 | 2 | 2 | 2 | 2 | 2 |
| 4 Cubic Yard - Trash | 6 | 6 | 6 | 6 | 6 | 6 |
| 6 Cubic Yard - Trash | 5 | 5 | 5 | 5 | 5 | 5 |
| 8 Cubic Yard - Trash | 3 | 3 | 3 | 3 | 3 | 3 |
| Commercial Drop Box – Pick-ups | | | | | | |
| 20 Yard - Roll Off | 299 | 299 | 299 | 299 | 299 | 299 |
| 30 Yard - Roll Off | 893 | 893 | 893 | 893 | 893 | 893 |
| 40 Yard - Roll Off | 819 | 819 | 819 | 819 | 819 | 819 |
| Trash Compactor | 834 | 834 | 834 | 834 | 834 | 834 |
| Cardboard Compactor | 57 | 57 | 57 | 57 | 57 | 57 |
| Disposal Per Ton | 5,747 | 5,747 | 5,747 | 5,747 | 5,747 | 5,747 |
| Transfer Station | | | | | | |
| Disposal Minimum (per Load) | 4,228 | 4,228 | 4,228 | 4,228 | 4,228 | 4,228 |
| Disposal (Resident) (per Ton) | 2,433 | 2,433 | 2,433 | 2,433 | 2,433 | 2,433 |
| Disposal (Out of Town) (per Ton) | 7,264 | 7,264 | 7,264 | 7,264 | 7,264 | 7,264 |

### 3.2.2. Waste Generation

With respect to waste generation, the City currently collects approximately 76,100 tons of waste per year. The refuse is processed and disposed of at the City's Transfer Station on Holly Road. The recycling waste is sorted at the curb, collected, processed, and disposed of by the City. The table shown below summarizes the City's tonnage reports by type of customer.

**Table 3-5: Projected Waste Generation**

| Description | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 |
|---|---|---|---|---|---|---|
| Commercial | 32,817 | 34,108 | 35,397 | 36,688 | 37,975 | 39,254 |
| Residential | 20,021 | 20,540 | 20,982 | 21,425 | 21,867 | 22,309 |
| Commercial Drop Box | 10,272 | 10,272 | 10,272 | 10,272 | 10,272 | 10,272 |
| Transfer Station | 15,044 | 15,044 | 15,044 | 15,044 | 15,044 | 15,044 |
| Total Tons | 78,154 | 79,964 | 81,695 | 83,429 | 85,158 | 86,879 |

## 3.3. Revenues

The revenues for the Division are principally generated from the rates for the solid waste services it provides, which include revenues generated from the monthly collection charges. Such revenues account for approximately 90% of gross revenues over the Forecast Period while the remaining balance of revenues or 10% of gross revenues are generated from recycling revenue (e.g., glass, cardboard), franchise fees, miscellaneous service charges, interest income on investments, and other fees. Since the majority of the system revenues are generated from the monthly residential charges, the forecast of revenues is primarily predicated on assumptions of the estimated number of customers receiving service and their demands (i.e., waste disposed) assumed for the Forecast Period.

The rate revenue projections shown below assume that the current Fiscal Year 2025 rates as presented in Table 3-1 and 3-2 are effective throughout the Forecast Period and, therefore, represent estimated revenues in the absence of any rate increase. This provides a baseline to evaluate the need for rate revenue adjustments. Table 3-6 and Table 3-7 presents the revenues under the current rates for Solid Waste Services.

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### Table 3-6: Projected Cart Collection Revenues Under Current Rates (in thousands)

| Existing Revenues | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Fayetteville Cart 32 | $859.3 | $881.6 | $900.7 | $919.6 | $938.6 | $957.7 |
| Fayetteville Cart 64 | $3,248.7 | $3,332.8 | $3,404.7 | $3,476.7 | $3,548.5 | $3,620.3 |
| Fayetteville Cart 96 | $2,424.0 | $2,486.9 | $2,540.5 | $2,594.0 | $2,647.6 | $2,701.2 |
| | | | | | | |
| Outside Cart 32 | $11.1 | $11.4 | $11.8 | $12.0 | $12.3 | $12.5 |
| Outside Cart 64 | $54.8 | $56.2 | $57.2 | $58.5 | $59.9 | $61.3 |
| Outside Cart 96 | $62.8 | $64.2 | $65.7 | $67.1 | $68.6 | $70.0 |
| Subtotal Residential Carts | $6,661 | $6,833 | $6,980 | $7,128 | $7,275 | $7,423 |

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### Table 3-7: Projected Collection Revenues Under Current Rates (in thousands)

| Commercial Collection Rates | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| **Carts** | | | | | | |
| Commercial Cart | $202.8 | $202.8 | $202.8 | $202.8 | $202.8 | $202.8 |
| Commercial Glass Cart | $4.4 | $4.4 | $4.4 | $4.4 | $4.4 | $4.4 |
| Greenland Commercial Cart | $2.7 | $2.7 | $2.7 | $2.7 | $2.7 | $2.7 |
| | | | | | | |
| Multi-Meter - Commercial Shared Bin | $2,577.0 | $2,577.0 | $2,577.0 | $2,577.0 | $2,577.0 | $2,577.0 |
| | | | | | | |
| **Inside City - Dumpsters** | | | | | | |
| 2 Cubic Yard - Trash | $168.0 | $170.8 | $173.6 | $177.1 | $179.8 | $182.6 |
| 4 Cubic Yard - Trash | $623.2 | $633.5 | $645.2 | $655.5 | $665.9 | $677.5 |
| 6 Cubic Yard - Trash | $1,101.1 | $1,119.6 | $1,139.7 | $1,158.2 | $1,176.7 | $1,196.9 |
| 8 Cubic Yard - Trash | $1,355.6 | $1,378.7 | $1,401.9 | $1,425.0 | $1,448.2 | $1,473.4 |
| | | | | | | |
| 2 Cubic Yard - Compacted Trash | $5.9 | $7.3 | $7.3 | $7.3 | $8.8 | $8.8 |
| 4 Cubic Yard - Compacted Trash | $14.7 | $14.7 | $17.6 | $17.6 | $17.6 | $20.5 |
| 6 Cubic Yard - Compacted Trash | $65.9 | $70.3 | $74.7 | $79.1 | $83.5 | $87.9 |
| 8 Cubic Yard - Compacted Trash | $17.6 | $17.6 | $23.4 | $23.4 | $23.4 | $23.4 |
| | | | | | | |
| 4 Cubic Yard - Cardboard | $37.9 | $39.8 | $41.4 | $43.4 | $45.3 | $46.9 |
| 6 Cubic Yard - Cardboard | $71.2 | $74.6 | $77.9 | $81.3 | $84.7 | $88.0 |
| 8 Cubic Yard - Cardboard | $82.3 | $86.0 | $90.2 | $93.9 | $97.6 | $101.8 |
| | | | | | | |
| 4 Cubic Yard - Compacted Cardboard | $2.2 | $2.2 | $2.2 | $2.2 | $2.2 | $2.2 |
| 6 Cubic Yard - Compacted Cardboard | $5.5 | $6.6 | $6.6 | $6.6 | $6.6 | $6.6 |
| | | | | | | |
| Dumpster Lease 2 YD | $45.5 | $46.9 | $48.3 | $49.6 | $51.0 | $52.4 |
| Dumpster Lease 4 YD | $100.8 | $103.8 | $106.9 | $110.1 | $113.3 | $116.4 |
| Dumpster Lease 6 YD | $131.8 | $136.0 | $139.9 | $144.2 | $148.1 | $152.3 |
| Dumpster Lease 8 YD | $106.5 | $109.9 | $113.4 | $116.5 | $119.9 | $123.0 |

*Table Continued on Following Page*

| *Continued* | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| **Outside City - Dumpsters** | | | | | | |
| 2 Cubic Yard - Trash | $2.1 | $2.1 | $2.1 | $3.1 | $3.1 | $3.1 |
| 4 Cubic Yard - Trash | $11.6 | $13.6 | $13.6 | $13.6 | $15.5 | $15.5 |
| 6 Cubic Yard - Trash | $12.6 | $12.6 | $15.1 | $15.1 | $15.1 | $15.1 |
| 8 Cubic Yard - Trash | $12.6 | $12.6 | $12.6 | $12.6 | $15.8 | $15.8 |
| | | | | | | |
| | | | | | | |
| Dumpster Lease 2 YD | $0.3 | $0.3 | $0.3 | $0.3 | $0.3 | $0.3 |
| Dumpster Lease 4 YD | $1.0 | $1.0 | $1.0 | $1.0 | $1.0 | $1.0 |
| Dumpster Lease 6 YD | $0.8 | $0.8 | $0.8 | $0.8 | $0.8 | $0.8 |
| Dumpster Lease 8 YD | $0.9 | $0.9 | $0.9 | $0.9 | $0.9 | $0.9 |
| | | | | | | |
| **Commercial Drop Box** | | | | | | |
| 20 Yard - Roll Off | $134.6 | $134.6 | $134.6 | $134.6 | $134.6 | $134.6 |
| 30 Yard - Roll Off | $468.8 | $468.8 | $468.8 | $468.8 | $468.8 | $468.8 |
| 40 Yard - Roll Off | $491.4 | $491.4 | $491.4 | $491.4 | $491.4 | $491.4 |
| Trash Compactor | $250.2 | $250.2 | $250.2 | $250.2 | $250.2 | $250.2 |
| Cardboard Compactor | $11.4 | $11.4 | $11.4 | $11.4 | $11.4 | $11.4 |
| | | | | | | |
| **Transfer Station** | | | | | | |
| Disposal Minimum (per Load) | $186.0 | $186.0 | $186.0 | $186.0 | $186.0 | $186.0 |
| Disposal (Resident) (per Ton) | $165.4 | $165.4 | $165.4 | $165.4 | $165.4 | $165.4 |
| Disposal (Out of Town) (per Ton) | $595.6 | $595.6 | $595.6 | $595.6 | $595.6 | $595.6 |
| | | | | | | |
| **Non-Residential Subtotal** | **$9,068** | **$9,153** | **$9,247** | **$9,329** | **$9,416** | **$9,504** |

## 3.3.1. Other Revenues

Other revenues include but are not limited to recycling revenues due to the sale of commodities, franchise fees, penalties, miscellaneous service charges and investment income. As mentioned previously these other revenues equate to approximately 9% of gross revenues throughout the Rate Study Period. Based on discussions with City staff and to be conservative, under the Status Quo scenario recycling revenues and franchise fees are held constant throughout the Forecast Period. It should be noted, under the alternatives discussed in Section 3.5 Recycling Scenarios, recycling revenues may differ in the projection based on the respective processing costs. The table below details the revenues from the recycling commodities, and other revenues.

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### Table 3-8: Other Operating Revenues (in thousands)

| Revenue Type | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Franchise Fees | $296.0 | $296.0 | $296.0 | $296.0 | $296.0 | $296.0 |
| Franchise Fees Waste Management | $158.4 | $158.4 | $158.4 | $158.4 | $158.4 | $158.4 |
| Solid Waste Fees | $206.3 | $206.3 | $206.3 | $206.3 | $206.3 | $206.3 |
| Miscellaneous | $43.4 | $43.4 | $43.4 | $43.4 | $43.4 | $43.4 |
| Solid Waste Fees Dumpster Lease | $387.7 | $399.6 | $411.5 | $423.4 | $435.3 | $447.2 |
| Long Term Lease | $12.0 | $12.0 | $12.0 | $12.0 | $12.0 | $12.0 |
| Recycling Revenue Glass | $2.7 | $2.7 | $2.7 | $2.7 | $2.7 | $2.7 |
| Recycling Revenue Aluminum | $121.9 | $121.9 | $121.9 | $121.9 | $121.9 | $121.9 |
| Recycling Revenue Composting | $102.9 | $102.9 | $102.9 | $102.9 | $102.9 | $102.9 |
| Recycling Revenue Cardboard | $358.4 | $358.4 | $358.4 | $358.4 | $358.4 | $358.4 |
| Petroleum Plastic | $32.1 | $32.1 | $32.1 | $32.1 | $32.1 | $32.1 |
| HDPE Plastic | $20.6 | $20.6 | $20.6 | $20.6 | $20.6 | $20.6 |
| Office Paper | $34.0 | $34.0 | $34.0 | $34.0 | $34.0 | $34.0 |
| Freon Recovery | $0.5 | $0.5 | $0.5 | $0.5 | $0.5 | $0.5 |
| Recycling Revenue Steel Cans | $8.9 | $8.9 | $8.9 | $8.9 | $8.9 | $8.9 |
| Recycling Revenue Scrap Metal | $12.0 | $12.0 | $12.0 | $12.0 | $12.0 | $12.0 |
| Recycle Bids and Carts | $0.9 | $0.9 | $0.9 | $0.9 | $0.9 | $0.9 |
| **Total Other Revenues** | **$1,798.7** | **$1,810.7** | **$1,822.6** | **$1,834.4** | **$1,846.4** | **$1,858.2** |

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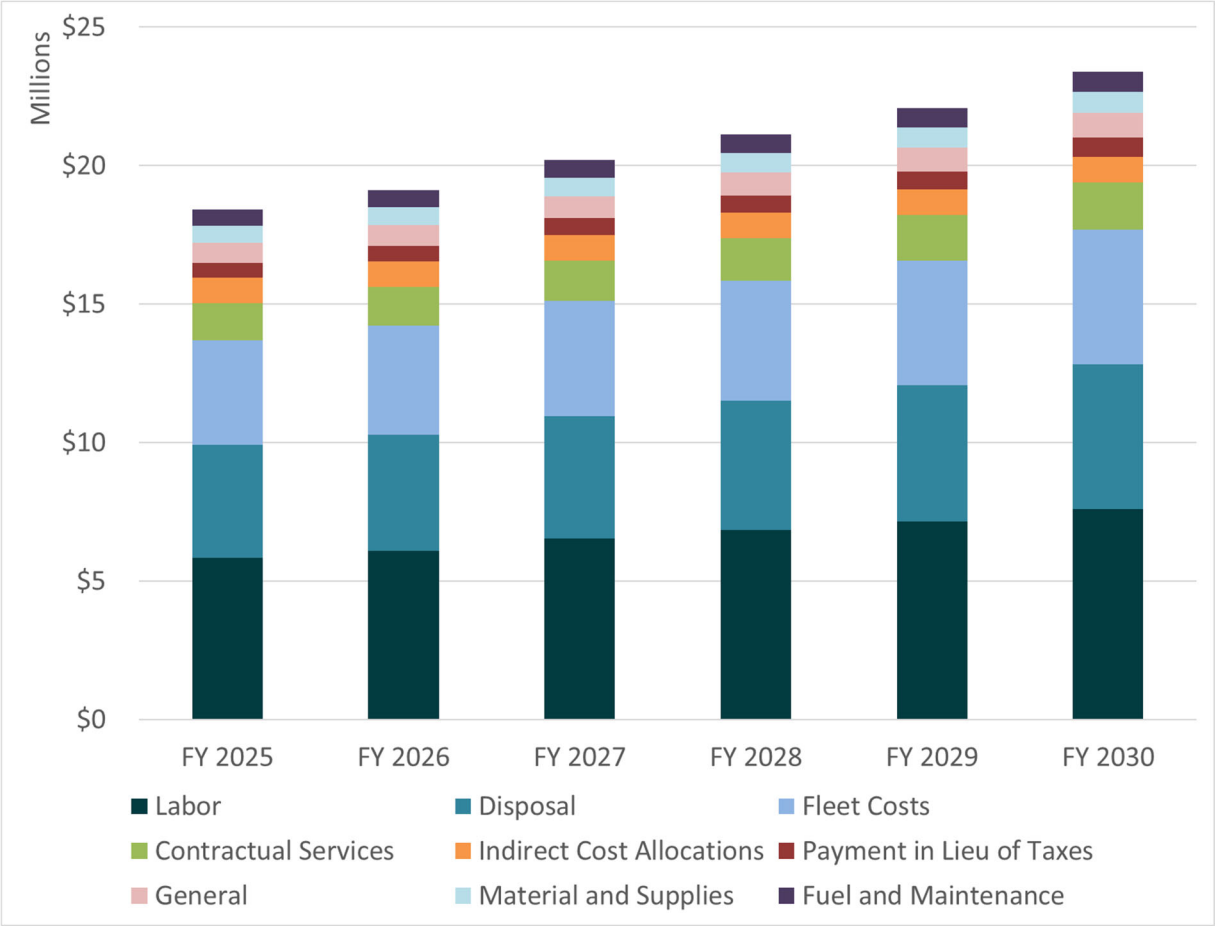
## 3.4. Expenditures

The expenditures during the Forecast Period are primarily comprised of operation and maintenance (operating) expenses, capital outlay, and deposits to cash reserves to maintain adequate balances in compliance with the City's reserve policy.

### 3.4.1. Operating Expenses

The forecast of operating expenses was developed based upon: i) a review of the recent trends in historical expenses; ii) the adopted Fiscal Year 2025 budget, iii) assumed growth rates and escalation factors of costs based on industry trends in such costs to account for inflation in the costs of operation; and iv) discussions with the City staff. The table shown below presents an overview of the operating expense projections by type of cost.

**Figure 3-1 Operating Expense by Type of Cost**




The forecast assumes a customer growth rate of 2% and inflation in unit costs from 4% to 7%, which equates to an overall annual increase in the cost of operation of approximately 5% annually. The escalation factors are listed in more detail in section 3.4.2. Labor costs represent the largest funding requirement at 30%, followed by disposal, accounting for 21%, and fleet-related costs represent 20% of the total operating expenses of the Division.

The table below details the expense projection broken out by the Division's budgetary cost centers representing the lines of service.

**Table 3-9: Operating Expense Projection by Cost Center**

| Operating Expenses | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 5000 - Operations & Administration | $3,150,908 | $3,272,340 | $3,399,539 | $3,532,783 | $3,672,355 | $3,818,560 |
| 5010 - Commercial Collections | $3,966,086 | $4,124,575 | $4,351,589 | $4,589,655 | $4,839,214 | $5,100,453 |
| 5020 - Residential Collections | $3,357,733 | $3,480,540 | $3,641,814 | $3,810,313 | $3,986,410 | $4,483,533 |
| 5030 - Commercial Drop Box Collections | $1,023,237 | $1,043,665 | $1,083,774 | $1,125,420 | $1,168,748 | $1,213,797 |
| 5040 - Transfer Station | $2,278,188 | $2,350,478 | $2,453,822 | $2,561,767 | $2,674,643 | $2,792,638 |
| 5060 - Recycling | $3,285,561 | $3,431,544 | $3,806,027 | $3,974,304 | $4,150,252 | $4,334,225 |
| 5070 - Composting | $1,347,087 | $1,402,001 | $1,459,231 | $1,518,878 | $1,581,042 | $1,645,830 |
| Total - Operating Expenses | **$18,408,799** | **$19,105,142** | **$20,195,796** | **$21,113,119** | **$22,072,664** | **$23,389,036** |

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## 3.4.2. Escalation Factors

The operating expenses as presented in section 3.4.1 relied upon the application of inflation factors to the adopted Fiscal Year 2025 operating expense budget and are presented in the following Table 3-8. To ensure that future costs are reasonably forecasted, Raftelis worked with City staff to confirm the assumptions as outlined below.

**Table 3-10: Inflationary Assumptions**

| Escalation Factors | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|
| Direct Labor Costs | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% |
| Insurance | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| General - Inflation | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% |
| Maintenance | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Disposal | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Fuel | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% |
| Fleet | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Supplies | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Other Charges and Services | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Capital Appropriations | 7.00% | 6.00% | 5.50% | 5.00% | 5.00% |

## 3.4.3. Capital Expenditures

The City has developed a comprehensive Capital Improvement Plan (CIP) over the course of the Forecast Period. Over the next five (5) years the City has allocated approximately $6.3 million into capital funding. The following table presents a summary of the planned annual capital spending over the Rate Study Period which is expected to average approximately $1.2 million annually. The capital needs are primarily for the fleet needs and infrastructure of the Division.

**Table 3-11: Capital Improvement Plan**

| | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|
| Technology Equip Replacement | $19,000 | $3,000 | $8,000 | $7,000 | $21,000 |
| Rate Study | $0 | $0 | $0 | $0 | $100,000 |
| Master Plan Expansion[1] | $750,000 | $800,000 | $800,000 | $850,000 | $900,000 |
| Route Optimization & RFID System | $50,000 | $40,000 | $40,000 | $40,000 | $40,000 |
| Compost Site Improvements | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 |
| Compactors & Containers | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 |
| Total Capital | $1,179,000 | $1,203,000 | $1,208,000 | $1,257,000 | $1,421,000 |

(1) Master plan expansion capital project includes vehicle purchases to address growth.

It should be noted that vehicle replacement expenditures are accounted for through the fleet services fund and recognized as an operating expense to the system.

### 3.4.4. Existing and Proposed Debt Service

The Division does not have any existing debt service and the Study assumes no new debt issued and that all capital will be funded from reserves or future revenues.

### 3.4.5. Minimum Cash Reserve Targets

Industry best practices recognize the need and benefit of maintaining minimum cash reserves to provide necessary liquidity to fund day to day operations, provide resources in order to appropriate funds for expected capital outlays, and provide a reasonable allowance for unexpected needs. The Government Finance Officers Association (GFOA) recommends that enterprise funds consider establishing reserves by purpose. Pursuant to discussions with City staff the Study assumed a 120 day minimum cash reserve target to provide adequate liquidity for day-to-day operations and provide a reasonable allowance for unexpected costs.

The table below presents the forecast of minimum cash reserve targets assumed for the Study.

**Table 3-12: Reserve Targets**

| | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| Operating Reserves | $6,052,208 | $6,281,143 | $6,639,714 | $6,941,300 | $7,256,766 | $7,689,546 |

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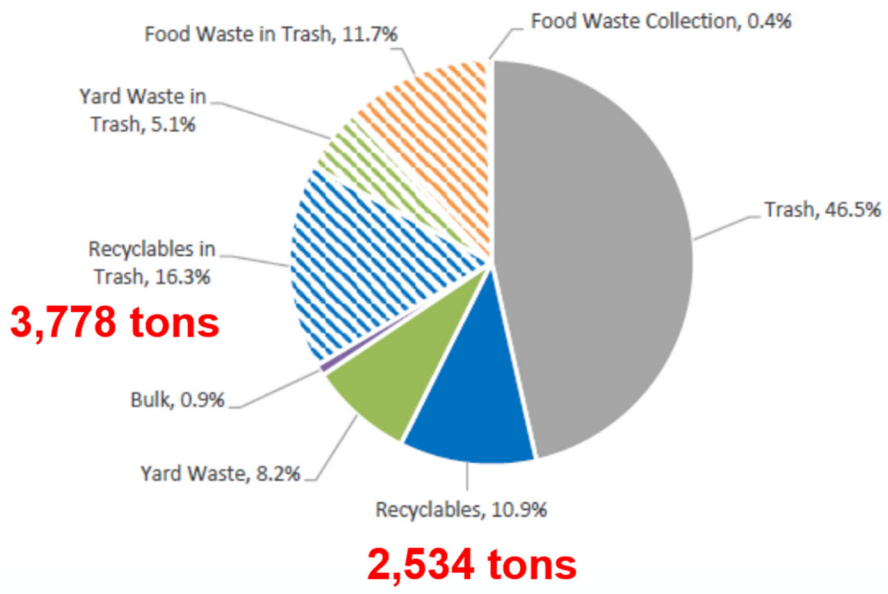
## 3.5. Recycling Scenarios

The City currently offers multiple recycling programs for their customers, including manual residential curb-sorted recycling, apartment recycling, commercial recycling, and recycling drop-off centers. The predominant component of the recycling program is the residential single-family curb-sorted recycling. According to the City's September 2024 Waste Characterization Study, which analyzed residential waste and recycling composition, a significant volume of both recyclables and organic materials was identified within the municipal solid waste stream. This analysis determined a recycling capture rate of 40% of the total identified recoverable materials. The low recycling capture rate is likely due to lack of convenience and scalability of the curb-sort bin recycling program. The accompanying figure illustrates the recycling tonnage breakdown.

**Figure 3-2: Residential Waste Composition**




*Source: Sept 2024 Fayetteville Waste Characterization Study*

The curb-sort program requires Staff to sort bins at the curb into seven material streams. Under these current manual operations, the City has kept a low contamination rate of approximately 1%, however, as mentioned previously, with the low capture rate, there are many operational challenges with the curb-sort program. These challenges include but are not limited to, driver injuries, driver safety (e.g., bin hazards, weather, traffic), high driver turnover, and collection efficiency.

Based on these challenges and from the findings of the waste characterization study, the Division looked to evaluate three recycling operational scenarios in addition to their current recycling operations for rate setting purposes through this Study. The proposed operational changes were evaluated based on their potential to enhance overall program performance, safety, and long-term fiscal sustainability, relative to their financial impact on the system.

Below is a listing of the scenarios analyzed:

1. Status Quo: Current Curb-sort Recycling (Manual)
    a. Requires two 18-gallon bins with lids

2. Scenario 1: Dual Stream Cart-based Recycling (Automated)
    a. Requires two 64-gallon cart

3. Scenario 2: All-in-one Cart-based Recycling – Weekly (Automated)
    a. Requires one 64-gallon cart

4. Scenario 3: All-in-one Cart-based Recycling – Every Other Week (Automated)
    a. Requires one 96 gallon cart

The figure below evaluates how each of the recycling options was ranked by the Division to reach their key objectives.

**Figure 3-3: Recycling Options Analysis**

| | Tons of Recyclables Captured | Employee Injury/Safety | Efficiency | Customer Convenience | Equity/ Growth | Messaging/ Priorities | Contamination Management | Capital Cost | 1-yr Rate Increase | 5-yr Rate Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | High | Slow | Medium | Very Limited | Weak | Manual Sort | n/a | 9.50% | $7.22 |
| S1: Dual Stream Cart Based Recycling | 3,727 | Low | Medium | Medium | Good | Strong | Anti-Contamination Software | $5M | 12.50% | $6.93 |
| S2: All-in-one Cart Based Recycling (EW) | 5,083 | Low | Fast | High | High Potential | Very Strong | Anti-Contamination Software | $2.0M | 9.50% | $5.78 |
| S3: All-in-one Cart Based Recycling (EOW) | 5,083 | Low | Fast | Medium | High Potential | Strong | Anti-Contamination Software | $2.6M | 6.50% | $4.88 |

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In addition to the safety and operational objectives, Raftelis evaluated the potential financial impacts to the system for each scenario. The table below breaks down the impact of each of the scenarios, by tons, trucks, the customers per route, and the costs associated.

### Table 3-13: Recycling Scenario Operational and Financial Comparison

| | Tons Recycled | Trucks | Weekly Routes | Households/ Route /Day | Incremental Vehicles Costs (1) | Incremental Cart Costs | Operating Expenses (2) |
|---|---|---|---|---|---|---|---|
| Status Quo | 2,534 | 12 | 50 | 465 | n/a | n/a | $19,105,142 |
| S1: Dual Stream Cart Recycling | 3,727 | 8 | 30 | 776 | $1,514,000 | $3,540,522 | $17,916,857 |
| S2: All-in-one Cart Recycling | 5,083 | 6 | 23 | 1,008 | $418,750 | $1,770,261 | $17,663,957 |
| S3: All-in-one Cart Recycling EOW | 5,083 | 4 | 14 | 1,629 | $0 | $2,655,392 | $17,184,665 |

(1) The City utilizes fleet replacement credit for vehicles through their Fleet Department and these values are reflective of the approximate costs after the use of the credit.

(2) Incremental change in operating expenses for S1-S3 include potential reductions in labor and fleet costs associated with route requirements, as well as potential changes in processing costs related to the quantity and method of processing recovered materials.

For purposes of evaluating the rate increase needs and impacts to customers, all scenarios were assumed to reach the same endpoint of meeting revenue requirements and working towards meeting reserve targets. The table below details the bill impacts for the average customer with 64-gallon trash service.

| Bill Impacts for 64-gal | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Total Bill Adj. |
|---|---|---|---|---|---|---|---|
| Status Quo | 0.00% | 9.50% | 9.50% | 5.50% | 4.50% | 4.50% | 38.1% |
| S1: Dual Stream Cart Recycling | 0.00% | 12.50% | 9.00% | 5.00% | 3.50% | 3.50% | 37.9% |
| S2: All-in-one Cart Recycling | 0.00% | 9.50% | 7.50% | 3.50% | 3.50% | 3.50% | 30.5% |
| S3: All-in-one Cart Recycling EOW | 0.00% | 6.50% | 6.50% | 3.50% | 3.50% | 4.50% | 27.0% |
| Status Quo | $18.94 | $20.74 | $22.71 | $23.96 | $25.04 | $26.16 | n/a |
| S1: Dual Stream Cart Recycling | $18.94 | $21.31 | $23.23 | $24.39 | $25.24 | $26.12 | n/a |
| S2: All-in-one Cart Recycling | $18.94 | $20.74 | $22.29 | $23.08 | $23.88 | $24.72 | n/a |
| S3: All-in-one Cart Recycling EOW | $18.94 | $20.17 | $21.48 | $22.23 | $23.01 | $24.05 | n/a |
| $ Change - Baseline | n/a | $1.80 | $1.97 | $1.25 | $1.08 | $1.13 | $7.22 |
| S1 - Adjust | n/a | $2.37 | $1.92 | $1.16 | $0.85 | $0.88 | $7.18 |
| S2 - Adjust | n/a | $1.80 | $1.56 | $0.78 | $0.81 | $0.84 | $5.78 |
| S3 - Adjust | n/a | $1.23 | $1.31 | $0.75 | $0.78 | $1.04 | $5.11 |

Based on the operational and financial evaluation, the Division has proposed to adapt their current operations to Scenario 2: All-in-one Weekly Cart Based Recycling.

**Key benefits of the proposal include:**

- **Increased Recycling Diversion** by expanding service to multi-family and commercial customers, potentially doubling recycling collection volumes;
- **Enhanced Driver Safety** through the automation of collection processes, reducing manual handling and related risks;
- **Lower Operational Costs** driven by automation, enabling route consolidation, fewer trucks on the road, and reduced labor hours;
- **Smaller Rate Adjustments** as a result of cost savings, helping to minimize customer impact and maintain competitive rates compared to peer communities; and
- **Policy Compliance** through improved operational performance, full funding of the capital plan, and achievement of minimum fiscal targets.
- **Contamination Management** through the use of anti-contamination software on collection trucks

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# 4. Solid Waste Financial Plan

This section combines the assumptions previously discussed in the report to determine the overall revenue adjustments and total amount of revenue required from rates. The revenue covers operating and maintenance (O&M), and capital expenses as well as reserve funding. Revenue adjustments represent the average rate increase for the City as a whole, with the rates adjusted across the board.

Financial plan assumptions previously discussed in Section 3 were provided by and discussed in detail with City staff. To develop the financial plan, Raftelis projected annual expenses and revenues, modeled reserve balances, and added planned capital expenditures. The City is not anticipating financing any capital improvements.

## 4.1. Proposed Financial Plan and Revenue Adjustments

The proposed revenue adjustments help ensure adequate revenue to fund operating expenses, capital expenditures, and meet reserve targets. The Financial Plan modelling assumes the first revenue adjustment occurs on January 1, 2026 and is representative of an operational change to Scenario 2's All-in-one weekly collection. The proposed revenue adjustments would enable the City to meet operating costs and to execute the CIP shown in Table 3-11, adapt recycling operations based on the estimated plan for Scenario 2, and meet reserve targets by Fiscal Year 2029. Table 4-1 presents the proposed revenue adjustments for the initial five-year rate-setting period. It is recommended that the need for any future identified rate revenue adjustments be reviewed in the Fiscal Year 2028 or in the event of a significant change in conditions during the recommendation period which would necessitate additional rate revenues (i.e., change in regulations, material increase in the cost of contracted disposal, recycling operational changes etc.).

**Table 4-1: Proposed Solid Waste Revenue Adjustments (S2: All-in-one Weekly Collection)**

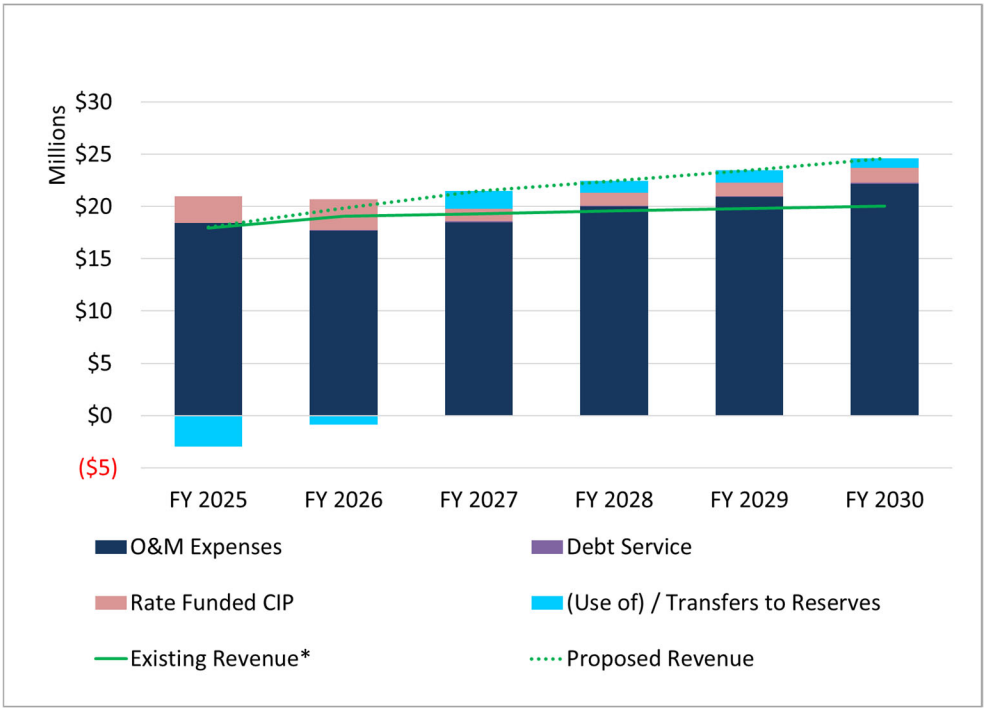
| Effective Date | Rate Adj. |
|---|---|
| January 1, 2026 | 9.50% |
| January 1, 2027 | 7.50% |
| January 1, 2028 | 3.50% |
| January 1, 2029 | 3.50% |
| January 1, 2030 | 3.50% |

Appendices A presents the cash flow detail over the Rate Study Period for the solid waste operating fund.

Figure 4-1 provides a breakdown of the projected revenue requirements of the Division under Scenario 2. As can be seen from the gap analysis, as with Status Quo, the Division's current period expenditure exceeds existing revenues, which only grows over time due to inflation in the cost of operations and the increased need for sufficient reserves. The rate revenues at existing rates is shown by the green line. Projected rate revenues with the proposed rate adjustments is shown by the dotted green line. Annual expenditures are shown by the dark blue columns. The bright blue bar represents transfers to the general fund, the yellow bar represents capital funded through rates, and the red bar represents deposits to cash reserves. Assuming the

implementation of the recommended rate revenue adjustments, we have forecasted the City to maintain compliance with minimum operating and capital reserve targets.

**Figure 4-1: Proposed Solid Waste Financial Plan (S2: All-in-one Weekly Collection)**




**Existing revenue includes assumed 4.5% CPI escalation increases*

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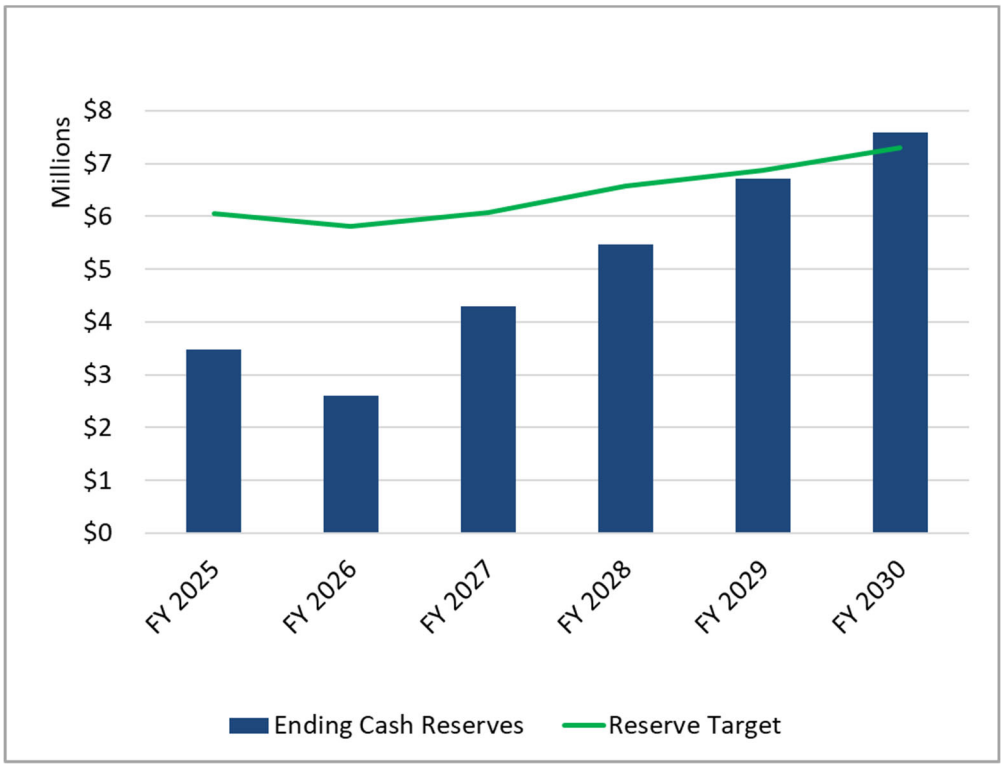
Figure 4-2 shows projected operating cash balances (blue bars) at the end of each fiscal year over the Forecast Period relative to the City's total reserve targets of 120-day operating reserves under the status quo financial plan. Reserves are drawn down in the first fiscal year to help cover annual operating costs, fund capital expenditures, and allow for the phase-in of annual rate revenue adjustments for the benefit of the rate payers. As can be seen, with the rate increases, the City meets the reserve target within the five-year rate setting window at Fiscal Year 2029.

**Figure 4-2: Solid Waste Financial Plan: Cash Reserves (S2: All-in-one Weekly Collection)**

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# 5. Cost of Service

The last cost of service study was performed in 2018 and the City has not materially changed operations. While Raftelis performed a cost of service evaluation as part of the engagement, based on discussions with City staff and to minimize variations to bill impacts across customer classes an across-the-board application of the rate revenue adjustments was assumed. It is recommended that the City consider reviewing and potentially revising rates as operations change.

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# 6. Proposed Solid Waste Rates and Charges

The City's solid waste fee is charged monthly for residential and non-residential bin collections. The proposed five-year solid waste rate schedule was developed based on the overall revenue adjustment needs of the System as previously discussed in further detail in Section 4 of this report.

## 6.1. Proposed 5-Year Solid Waste Rate Schedule

Table 6-1 and Table 6-12 show the proposed 5-year schedule of solid waste rates.

**Table 6-1: Proposed 5-Year Cart-Based Solid Waste Rate Schedule**

| | Current | Proposed | | | | |
|---|---|---|---|---|---|---|
| Description | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
| **Residential** | | | | | | |
| **Inside City** | | | | | | |
| Residential Curbside Service - 32gal | $12.40 | $13.58 | $14.60 | $15.11 | $15.64 | $16.18 |
| Residential Curbside Service - 64gal | $18.94 | $20.74 | $22.29 | $23.08 | $23.88 | $24.72 |
| Residential Curbside Service - 96gal | $26.89 | $29.44 | $31.65 | $32.76 | $33.91 | $35.09 |
| **Outside City** | | | | | | |
| Residential Curbside Service - 32gal | $18.58 | $20.34 | $21.87 | $22.63 | $23.42 | $24.24 |
| Residential Curbside Service - 64gal | $28.36 | $31.05 | $33.38 | $34.55 | $35.76 | $37.01 |
| Residential Curbside Service - 96gal | $40.25 | $44.07 | $47.37 | $49.03 | $50.75 | $52.53 |
| **Commercial** | | | | | | |
| **Inside City** | | | | | | |
| Commercial Curbside Service | $24.21 | $26.51 | $28.50 | $29.50 | $30.53 | $31.60 |
| Food Waste Cart | $20.47 | $22.42 | $24.10 | $24.94 | $25.82 | $26.72 |
| Recycling Cart | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| Glass Cart | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| **Outside City** | | | | | | |
| Commercial Curbside Service | $36.36 | $39.81 | $42.80 | $44.30 | $45.85 | $47.45 |

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## Table 6-2: Proposed 5-Year Non-Residential Solid Waste Rate Schedule

| Description | Current | Proposed | | | | |
|---|---|---|---|---|---|---|
| | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
| **Shared Bin (Multi-Meter)** | | | | | | |
| Inside City Multi-Meter Dumpsters | $11.84 | $12.96 | $13.94 | $14.42 | $14.93 | $15.45 |
| Outside City Multi-Meter Dumpsters | $17.76 | $19.45 | $20.90 | $21.64 | $22.39 | $23.18 |
| **Inside City** | | | | | | |
| **Commercial Dumpsters** | | | | | | |
| Commercial Dumpster Pickup 2YD | $57.86 | $63.36 | $68.11 | $70.49 | $72.96 | $75.51 |
| Commercial Dumpster Pickup 4YD | $107.74 | $117.98 | $126.83 | $131.27 | $135.86 | $140.62 |
| Commercial Dumpster Pickup 6YD | $140.09 | $153.39 | $164.90 | $170.67 | $176.64 | $182.83 |
| Commercial Dumpster Pickup 8YD | $175.41 | $192.07 | $206.48 | $213.71 | $221.19 | $228.93 |
| Cardboard 4YD | $26.93 | $29.49 | $31.70 | $32.81 | $33.95 | $35.14 |
| Cardboard 6YD | $35.02 | $38.35 | $41.23 | $42.67 | $44.16 | $45.71 |
| Cardboard 8YD | $43.86 | $48.02 | $51.62 | $53.43 | $55.30 | $57.24 |
| Food Waste Pilot 2 CY | $43.40 | $47.52 | $51.09 | $52.87 | $54.72 | $56.64 |
| Food Waste Pilot 4 CY | $80.80 | $88.48 | $95.12 | $98.45 | $101.89 | $105.46 |
| **Compactors** | | | | | | |
| Compacted Trash 2YD | $122.10 | $133.70 | $143.72 | $148.75 | $153.96 | $159.35 |
| Compacted Trash 4YD | $244.22 | $267.42 | $287.48 | $297.54 | $307.95 | $318.73 |
| Compacted Trash 6YD | $366.33 | $401.13 | $431.22 | $446.31 | $461.93 | $478.10 |
| Compacted Trash 8YD | $488.43 | $534.83 | $574.94 | $595.06 | $615.89 | $637.45 |
| Compacted Cardboard 2YD | $30.52 | $33.42 | $35.93 | $37.19 | $38.49 | $39.84 |
| Compacted Cardboard 4YD | $61.05 | $66.85 | $71.86 | $74.38 | $76.98 | $79.67 |
| Compacted Cardboard 6YD | $91.57 | $100.27 | $107.79 | $111.57 | $115.47 | $119.51 |
| **Outside City** | | | | | | |
| **Commercial Dumpsters** | | | | | | |
| Commercial Dumpster Pickup 2YD | $86.79 | $95.04 | $102.16 | $105.74 | $109.44 | $113.27 |
| Commercial Dumpster Pickup 4YD | $161.62 | $176.97 | $190.24 | $196.90 | $203.79 | $210.92 |
| Commercial Dumpster Pickup 6YD | $210.13 | $230.09 | $247.35 | $256.00 | $264.96 | $274.24 |
| Commercial Dumpster Pickup 8YD | $263.12 | $288.11 | $309.72 | $320.56 | $331.78 | $343.39 |
| Cardboard 4YD | $40.47 | $44.31 | $47.64 | $49.31 | $51.03 | $52.82 |
| Cardboard 6YD | $52.65 | $57.65 | $61.98 | $64.14 | $66.39 | $68.71 |
| Cardboard 8YD | $65.93 | $72.19 | $77.60 | $80.32 | $83.13 | $86.04 |
| Commercial Bin Recycling | $6.10 | $6.68 | $7.18 | $7.43 | $7.69 | $7.96 |
| Paper 4YD | $26.93 | $29.49 | $31.70 | $32.81 | $33.95 | $35.14 |

Table Continued on Following Page

| Description | Current FY 2025 | FY 2026 | Proposed FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| **Compactors** | | | | | | |
| Compacted Trash 4YD | $348.89 | $382.03 | $410.68 | $425.06 | $439.93 | $455.33 |
| Compacted Trash 6YD | $523.32 | $573.04 | $616.02 | $637.58 | $659.89 | $682.99 |
| Compacted Cardboard 4YD | $87.21 | $95.50 | $102.66 | $106.25 | $109.97 | $113.82 |
| Compacted Cardboard 6YD | $130.82 | $143.25 | $154.00 | $159.39 | $164.97 | $170.74 |
| **Roll-Offs – By Pickups** | | | | | | |
| 20 yd - Roll Off | $450.00 | $492.75 | $529.71 | $548.25 | $567.43 | $587.29 |
| 30 yd - Roll Off | $525.00 | $574.88 | $617.99 | $639.62 | $662.01 | $685.18 |
| 40 yd - Roll Off | $600.00 | $657.00 | $706.28 | $730.99 | $756.58 | $783.06 |
| Trash Compactor | $300.00 | $328.50 | $353.14 | $365.50 | $378.29 | $391.53 |
| Cardboard Compactor | $200.00 | $219.00 | $235.43 | $243.66 | $252.19 | $261.02 |
| Disposal Per Ton | $64.00 | $70.08 | $75.34 | $77.97 | $80.70 | $83.53 |
| **Roll-Offs – By Pickups** | | | | | | |
| Disposal Minimum (per Load) | $44.00 | $48.18 | $51.79 | $53.61 | $55.48 | $57.42 |
| Disposal (Resident) (per Ton) | $68.00 | $74.46 | $80.04 | $82.85 | $85.75 | $88.75 |
| Disposal (Out of Town) (per Ton) | $82.00 | $89.79 | $96.52 | $99.90 | $103.40 | $107.02 |

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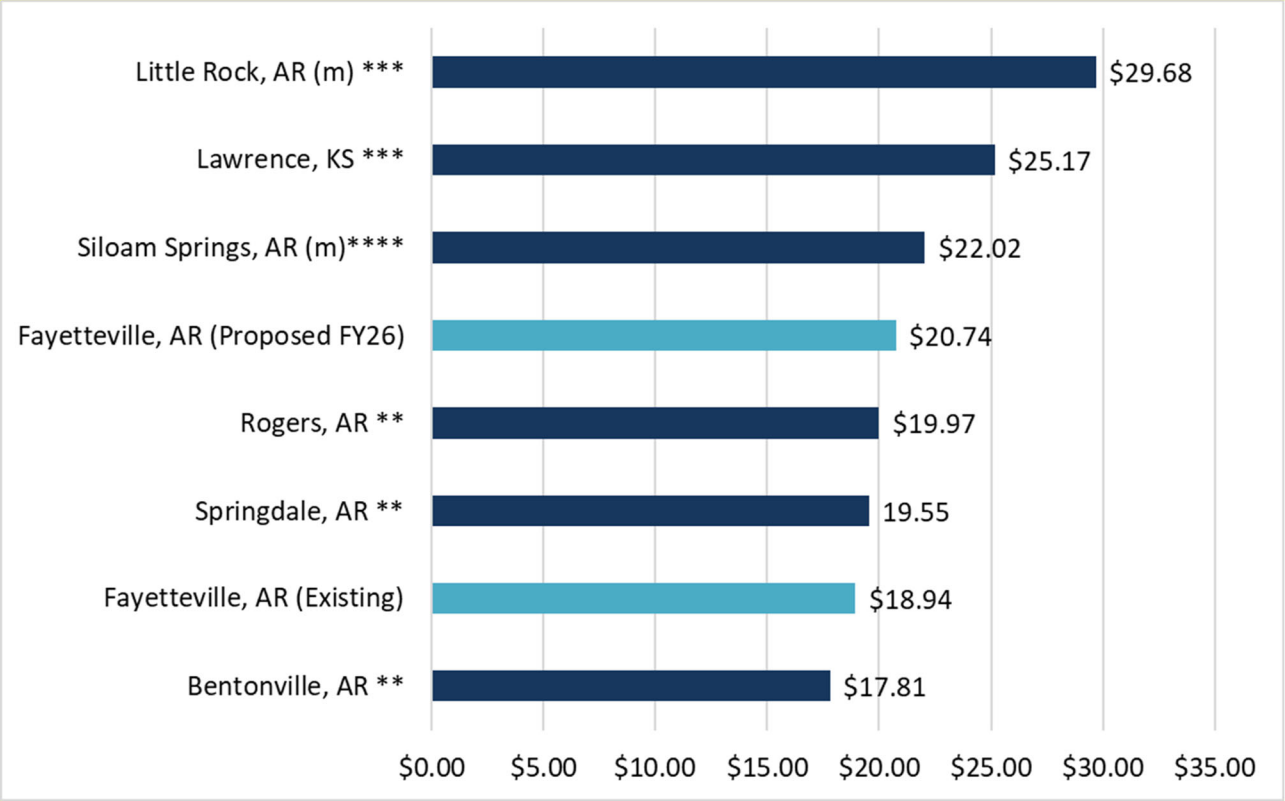
# 7. Solid Waste Fee Comparison

## 7.1. Monthly Residential Bill Comparison

For the purposes of this analysis, a solid waste fee comparison was prepared with other comparable entities for informational purposes. It should be noted that not all the entities in the comparison operate as an enterprise fund and service may be subsidized by the entity's general fund. Figure 7-1 shows a comparison of the residential single-family monthly rates for solid waste collection as of Fiscal Year 2025.

**Figure 7-1: Monthly Residential Fee Comparison**




*m = Municipally operated trash and recycling*
*** = Subscription yard waste collection or drop-off only for yard waste*
**** = Every other week recycling collection*
***** = Every other week yard waste collection*

Key observations from the comparison include: i) the City provides comparable levels of service to the other entities with weekly solid waste collection; ii) the City provides higher level of service, yard waste collection and drop-off operations, glass recycling and multiple pay-as-you-throw options; iii) while the survey did not assess whether other entities fully funded operations from user fees alone, it should be noted that the City's operations are funded exclusively from user fees and not subsidized by transfers from the general fund.

# APPENDIX:

Fayetteville Recycling and Trash Collection
Cost of Service Study for Solid Waste
Operating Cash Flow

| | Rev Class | Fund | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Beginning Cash Reserves** | | | $ 6,451,584 | $ 3,477,207 | $ 3,023,291 | $ 3,460,367 | $ 4,378,518 | $ 5,577,347 | $ 6,658,368 | $ 8,017,448 | $ 9,750,471 | $ 11,901,888 |
| **Rate Revenues** | | | | | | | | | | | | |
| Commercial Collection | Rate Revenue | 5010 | $3,664,273 | $3,726,153 | $3,801,120 | $3,862,598 | $3,928,646 | $3,995,906 | $4,063,583 | $4,125,323 | $4,192,107 | $4,259,471 |
| Residential Collection | Rate Revenue | 5020 | $7,142,476 | $7,270,064 | $7,378,694 | $7,487,519 | $7,596,266 | $7,705,013 | $7,813,742 | $7,922,414 | $8,031,311 | $8,140,467 |
| Commercial Drop Box | Rate Revenue | 5030 | $1,765,327 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 | $1,765,175 |
| Transfer Station Revenues | Rate Revenue | 5040 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 | $1,314,932 |
| Recycling | Rate Revenue | 5060 | $2,280,458 | $2,343,807 | $2,398,516 | $2,453,119 | $2,507,552 | $2,562,116 | $2,616,500 | $2,671,209 | $2,725,715 | $2,779,922 |
| Composting | Rate Revenue | 5070 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Total Rate Revenue Under Existing / Adopted Rates | | | $16,167,466 | $16,420,130 | $16,658,436 | $16,883,343 | $17,112,572 | $17,343,142 | $17,573,931 | $17,799,052 | $18,029,239 | $18,259,966 |
| **Revenue Adjustments** | | | | | | | | | | | | |
| **Year** | **Effective** | **Month** | **% Adj.** | | | | | | | | | |
| FY 2025 | 12 | January | 0.0% | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| FY 2026 | 12 | January | 9.5% | | $1,559,912 | $1,582,551 | $1,603,918 | $1,625,694 | $1,647,598 | $1,669,523 | $1,690,910 | $1,712,778 | $1,734,697 |
| FY 2027 | 12 | January | 9.5% | | | $1,732,894 | $1,756,290 | $1,780,135 | $1,804,120 | $1,828,128 | $1,851,546 | $1,875,492 | $1,899,493 |
| FY 2028 | 12 | January | 5.5% | | | | $1,113,395 | $1,128,512 | $1,143,717 | $1,158,937 | $1,173,783 | $1,188,963 | $1,204,179 |
| FY 2029 | 12 | January | 4.5% | | | | | $974,111 | $987,236 | $1,000,373 | $1,013,188 | $1,026,291 | $1,039,425 |
| FY 2030 | 12 | January | 4.5% | | | | | | $1,031,662 | $1,045,390 | $1,058,782 | $1,072,474 | $1,086,199 |
| FY 2031 | 12 | January | 4.5% | | | | | | | $1,092,433 | $1,106,427 | $1,120,736 | $1,135,078 |
| FY 2032 | 12 | January | 4.5% | | | | | | | | $1,156,216 | $1,171,169 | $1,186,157 |
| FY 2033 | 12 | January | 4.5% | | | | | | | | | $1,223,871 | $1,239,534 |
| FY 2034 | 12 | January | 4.5% | | | | | | | | | | $1,295,313 |
| **Subtotal** | | | | **$0** | **$1,559,912** | **$3,315,445** | **$4,473,603** | **$5,508,453** | **$6,614,334** | **$7,794,785** | **$9,050,852** | **$10,391,773** | **$11,820,074** |
| **Total Revenues from Rates** | | | | **$16,167,466** | **$17,980,043** | **$19,973,882** | **$21,356,946** | **$22,621,024** | **$23,957,475** | **$25,368,717** | **$26,849,904** | **$28,421,012** | **$30,080,040** |
| **Other Revenues** | Fund | Classification | GL Code | | | | | | | | | |
| Franchise Fees | 5000 | Franchise Fees | 4105.10 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 | $295,968 |
| Franchise Fees Waste Management | 5000 | Franchise Fees | 4105.07 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 | $158,406 |
| Solid Waste Fees | 5000 | Other | 4430.00 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 | $206,336 |
| Solid Waste Tax | 5000 | Other | 4430.02 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Non routine Maint Fee | 5000 | Other | 4430.27 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Long Term Lease Sales Tax | 5000 | Other | 4435.20 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Miscellaneous | 5000 | Other | 6999.00 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 | $43,448 |
| Solid Waste Fees Dumpster Lease | 5010 | Lease | 4430.24 | $386,675 | $398,528 | $410,440 | $422,304 | $434,216 | $446,081 | $457,965 | $470,140 | $481,742 | $493,654 |
| Long Term Lease | 5030 | Lease | 4435.00 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 | $11,979 |
| Long Term Lease Short Term Rental | 5030 | Lease | 4435.02 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Recycling Revenue Glass | 5060 | Recycle | 4430.04 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 | $2,685 |
| Recycling Revenue Aluminum | 5060 | Recycle | 4430.05 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 | $121,933 |
| Recycling Revenue Newspaper | 5060 | Recycle | 4430.06 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Recycling Revenue Composting | 5060 | Recycle | 4430.07 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 | $102,868 |
| Recycling Revenue Cardboard | 5060 | Recycle | 4430.08 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 | $358,380 |
| Petroleum Plastic | 5060 | Recycle | 4430.09 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 | $32,079 |
| HDPE Plastic | 5060 | Recycle | 4430.10 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 | $20,632 |
| Office Paper | 5060 | Recycle | 4430.12 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 | $33,973 |
| Freon Recovery | 5060 | Recycle | 4430.14 | $542 | $542 | $542 | $542 | $542 | $542 | $542 | $542 | $542 | $542 |
| Recycling Revenue Steel Cans | 5060 | Recycle | 4430.16 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 | $8,941 |
| Recycling Revenue Scrap Metal | 5060 | Recycle | 4430.28 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 | $11,969 |
| Apartment Recycling | 5060 | Recycle | 4430.30 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Recycle Bids and Carts | 5060 | Recycle | 4430.31 | $888 | $888 | $888 | $888 | $888 | $888 | $888 | $888 | $888 | $888 |
| **Subtotal** | | | | **$1,797,702** | **$1,809,555** | **$1,821,467** | **$1,833,332** | **$1,845,244** | **$1,857,109** | **$1,868,992** | **$1,881,168** | **$1,892,769** | **$1,904,681** |
| **Investment Income** | | | | | | | | | | | | |
| Interest Rate | | | | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** | **1.25%** |
| Investment Income | | | | $62,055 | $40,628 | $40,523 | $48,993 | $62,224 | $76,473 | $91,724 | $111,049 | $135,327 | $164,638 |
| **Total Revenues** | | | | **$18,027,223** | **$19,830,226** | **$21,835,872** | **$23,239,271** | **$24,528,492** | **$25,891,057** | **$27,329,433** | **$28,842,121** | **$30,449,108** | **$32,149,360** |
| **Revenue Model Check (s/b zero)** | | | | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **O&M Expenses** | | | | | | | | | | | | |
| Direct Labor Costs | | Labor | | $5,765,615 | $6,025,068 | $6,296,196 | $6,579,524 | $6,875,602 | $7,185,004 | $7,508,328 | $7,846,204 | $8,199,282 | $8,568,250 |
| Insurance | | Benefits | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| General - Inflation | | Gen-Inflation | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Maintenance | | Maintenance | | $80,200 | $83,408 | $86,744 | $90,216 | $93,825 | $97,578 | $101,480 | $105,539 | $109,759 | $114,147 |
| Disposal | | Disposal | | $4,081,202 | $4,175,720 | $4,415,615 | $4,667,018 | $4,930,648 | $5,206,658 | $5,496,292 | $5,800,406 | $6,119,248 | $6,451,770 |
| Fuel | | Fuel | | $501,759 | $524,338 | $547,932 | $572,589 | $598,355 | $625,280 | $653,418 | $682,821 | $713,548 | $745,658 |
| Fleet | | Fleet | | $3,780,108 | $3,931,314 | $4,088,568 | $4,252,110 | $4,422,196 | $4,599,085 | $4,783,049 | $4,974,369 | $5,173,343 | $5,380,276 |
| Supplies | | Supplies | | $624,190 | $649,158 | $675,126 | $702,132 | $730,218 | $759,427 | $789,807 | $821,398 | $854,254 | $888,423 |
| Other Charges and Services | | ProfSvc | | $2,653,953 | $2,786,655 | $2,925,988 | $3,072,294 | $3,225,910 | $3,387,205 | $3,556,564 | $3,734,396 | $3,921,117 | $4,117,172 |
| Interfund Transfers/Contribution to Reserves | | Constant | | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 |
| Capital Appropriations | | Capital | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Incremental Expeneses | | Incremental | | $0 | $7,709 | $237,855 | $255,464 | $274,137 | $607,027 | $906,042 | $953,673 | $1,003,745 | $1,127,190 |
| **Total O&M Expenses** | | | | **$18,408,799** | **$19,105,142** | **$20,195,796** | **$21,113,119** | **$22,072,664** | **$23,389,036** | **$24,716,753** | **$25,840,578** | **$27,016,067** | **$28,314,658** |
| | | | | 12.9% | 3.8% | 5.7% | 4.5% | 4.5% | 6.0% | 5.7% | 4.5% | 4.5% | 4.8% |
| **Capital Expenses funded by Rates** | | | | | | | | | | | | |
| Containers | | Containers | | $404,792 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 |
| Equipment | | Equipment | | $76,382 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 |
| Vehicles | | Vehicles | | $305,608 | $750,000 | $800,000 | $800,000 | $850,000 | $900,000 | $820,000 | $834,000 | $840,800 | $848,960 |
| Technology | | Technology | | $11,696 | $69,000 | $43,000 | $48,000 | $47,000 | $61,000 | $53,600 | $50,520 | $52,024 | $52,829 |

| Fayetteville Recycling and Trash Collection<br>Cost of Service Study for Solid Waste<br>Operating Cash Flow | Rev Class | Fund | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Infrastructure | | Infrastructure | $1,211,922 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Maintenance / Repair | | Maintenance / Repair | $13,291 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Other | | Other | $569,111 | $0 | $0 | $0 | $0 | $100,000 | $20,000 | $24,000 | $28,800 | $34,560 |
| Cart Grants | | Cart Grants | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total CIP** | | | **$2,592,802** | **$1,179,000** | **$1,203,000** | **$1,208,000** | **$1,257,000** | **$1,421,000** | **$1,253,600** | **$1,268,520** | **$1,281,624** | **$1,296,349** |
| **Debt Service** | | | | | | | | | | | | |
| Existing Debt Service | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Proposed Debt Service | | | | | | | | | | | | |
| Long Term Debt | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Capital Leases | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total Debt Service** | | | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **Tranfers** | | | | | | | | | | | | |
| Subtotal Transfers | | | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** | **$0** |
| **Net Cash Flow** | | | **($2,974,377)** | **($453,916)** | **$437,076** | **$918,151** | **$1,198,829** | **$1,081,021** | **$1,359,080** | **$1,733,023** | **$2,151,417** | **$2,538,353** |
| **Ending Cash Reserves** | | | **$3,477,207** | **$3,023,291** | **$3,460,367** | **$4,378,518** | **$5,577,347** | **$6,658,368** | **$8,017,448** | **$9,750,471** | **$11,901,888** | **$14,440,241** |
| **Operating Reserve Target** | **Y** | **120** | **$6,052,208** | **$6,281,143** | **$6,639,714** | **$6,941,300** | **$7,256,766** | **$7,689,546** | **$8,126,056** | **$8,495,532** | **$8,881,995** | **$9,308,929** |
| **Net Above / (Below) Target** | | | **($2,575,001)** | **($3,257,852)** | **($3,179,347)** | **($2,562,782)** | **($1,679,419)** | **($1,031,178)** | **($108,608)** | **$1,254,939** | **$3,019,893** | **$5,131,312** |

**Fayetteville Recycling and Trash Collection**
**Cost of Service Study for Solid Waste**
**Expense Forecast**

| | | | Actual FY 2023 | Actual FY 2024 | FY 2025 Budgeted | Adjustments | Adjusted FY 2025 | Projected FY 2026 | Projected FY 2027 | Projected FY 2028 | Projected FY 2029 | Projected FY 2030 | Projected FY 2031 | Projected FY 2032 | Projected FY 2033 | Projected FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Expense Summary by Inflation Factor** | | | | | | | | | | | | | | | | |
| | Labor | Direct Labor Costs | $4,860,173 | $4,839,388 | $5,765,615 | $0 | $5,765,615 | $6,025,068 | $6,296,196 | $6,579,524 | $6,875,602 | $7,185,004 | $7,508,328 | $7,846,204 | $8,199,282 | $8,568,250 |
| | Benefits | Insurance | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Gen-Inflation | General - Inflation | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Maintenance | Maintenance | $166,329 | $197,050 | $80,200 | $0 | $80,200 | $83,408 | $86,744 | $90,216 | $93,825 | $97,578 | $101,480 | $105,539 | $109,759 | $114,147 |
| | Disposal | Disposal | $2,531,456 | $2,928,615 | $3,495,403 | $585,799 | $4,081,202 | $4,175,720 | $4,415,615 | $4,667,018 | $4,930,648 | $5,206,658 | $5,496,292 | $5,800,406 | $6,119,248 | $6,451,770 |
| | Fuel | Fuel | $469,910 | $587,362 | $501,759 | $0 | $501,759 | $524,338 | $547,932 | $572,589 | $598,355 | $625,280 | $653,418 | $682,821 | $713,548 | $745,658 |
| | Fleet | Fleet | $3,133,953 | $3,367,906 | $3,780,108 | $0 | $3,780,108 | $3,931,314 | $4,088,568 | $4,252,110 | $4,422,196 | $4,599,085 | $4,783,049 | $4,974,369 | $5,173,343 | $5,380,276 |
| | Supplies | Supplies | $559,587 | $609,147 | $624,190 | $0 | $624,190 | $649,158 | $675,126 | $702,132 | $730,218 | $759,427 | $789,807 | $821,398 | $854,254 | $888,423 |
| | ProfSvc | Other Charges and Services | $2,049,414 | $2,637,090 | $2,653,953 | $0 | $2,653,953 | $2,786,655 | $2,925,988 | $3,072,294 | $3,225,910 | $3,387,205 | $3,556,564 | $3,734,396 | $3,921,117 | $4,117,172 |
| | Constant | Interfund Transfers/Contribution to Reserves | $864,049 | $1,092,124 | $921,772 | $0 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 | $921,772 |
| | Capital | Capital Appropriations | $25,071 | $47,852 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Incremental | Incremental Expenses | $0 | $0 | $0 | $0 | $0 | $7,709 | $237,855 | $255,464 | $274,137 | $607,027 | $906,042 | $953,673 | $1,003,745 | $1,127,190 |
| | Eliminate | Eliminate | $899,127 | $1,665,625 | $905,000 | ($905,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Total | | $15,559,069 | $17,972,160 | $18,728,000 | ($319,201) | $18,408,799 | $19,105,142 | $20,195,796 | $21,113,119 | $22,072,664 | $23,389,036 | $24,716,753 | $25,840,578 | $27,016,067 | $28,314,658 |
| **Expense Summary by Cost Center** | | | | | | | | | | | | | | | | |
| | 5000 | 5000 - Operations & Administration | $2,552,748 | $2,979,280 | $3,150,908 | $0 | $3,150,908 | $3,272,340 | $3,399,539 | $3,532,783 | $3,672,355 | $3,818,560 | $3,971,713 | $4,132,150 | $4,300,213 | $4,476,267 |
| | 5010 | 5010 - Commercial Collections | $2,883,135 | $3,203,700 | $3,697,127 | $268,959 | $3,966,086 | $4,124,575 | $4,351,589 | $4,589,655 | $4,839,214 | $5,100,453 | $5,374,648 | $5,662,874 | $5,964,873 | $6,279,763 |
| | 5020 | 5020 - Residential Collections | $2,716,242 | $3,050,344 | $3,126,387 | $231,346 | $3,357,733 | $3,480,540 | $3,641,814 | $3,810,313 | $3,986,410 | $4,483,533 | $4,689,056 | $4,903,606 | $5,127,880 | $5,362,172 |
| | 5030 | 5030 - Commercial Drop Box Collections | $761,185 | $819,524 | $994,592 | $28,645 | $1,023,237 | $1,043,665 | $1,083,774 | $1,125,420 | $1,168,748 | $1,213,797 | $1,260,613 | $1,309,238 | $1,359,824 | $1,412,421 |
| | 5040 | 5040 - Transfer Station | $1,672,263 | $1,990,534 | $2,221,338 | $56,850 | $2,278,188 | $2,350,478 | $2,453,822 | $2,561,767 | $2,674,643 | $2,792,638 | $2,915,954 | $3,044,800 | $3,179,543 | $3,320,413 |
| | 5060 | 5060 - Recycling | $2,917,171 | $3,048,739 | $3,285,561 | $0 | $3,285,561 | $3,431,544 | $3,806,027 | $3,974,304 | $4,150,252 | $4,334,225 | $4,791,416 | $5,004,185 | $5,226,663 | $5,530,104 |
| | 5070 | 5070 - Composting | $1,157,198 | $1,214,414 | $1,347,087 | $0 | $1,347,087 | $1,402,001 | $1,459,231 | $1,518,878 | $1,581,042 | $1,645,830 | $1,713,352 | $1,783,725 | $1,857,072 | $1,933,517 |
| | 5080 | 5080 - Solid Waste Projects | $899,127 | $1,665,625 | $905,000 | ($905,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Total | | $15,559,069 | $17,972,160 | $18,728,000 | | $18,408,799 | $19,105,142 | $20,195,796 | $21,113,119 | $22,072,664 | $23,389,036 | $24,716,753 | $25,840,578 | $27,016,067 | $28,314,658 |

| Cost Center Description | Expense Category | | Escalation Factor | Actual FY 2023 | Actual FY 2024 | Budgeted Budgeted | Adjustments | Adjusted FY 2025 | Projected FY 2026 | Projected FY 2027 | Projected FY 2028 | Projected FY 2029 | Projected FY 2030 | Projected FY 2031 | Projected FY 2032 | Projected FY 2033 | Projected FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Inflation Factors** | | | | | | | | | | | | | | | | | |
| Direct Labor Costs | | | **Labor** | | | 4.50% | | | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% |
| Insurance | | | **Benefits** | | | 4.00% | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| General - Inflation | | | **Gen-Inflation** | | | 4.25% | | | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% | 4.25% |
| Maintenance | | | **Maintenance** | | | 4.00% | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Disposal | | | **Disposal** | | | 5.00% | | | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Fuel | | | **Fuel** | | | 4.50% | | | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% | 4.50% |
| Fleet | | | **Fleet** | | | 4.00% | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Supplies | | | **Supplies** | | | 4.00% | | | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% |
| Other Charges and Services | | | **ProfSvc** | | | 5.00% | | | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| Interfund Transfers/Contribution to Reserves | | | **Constant** | | | 0.00% | | | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| Eliminate | | | **Eliminate** | | | -100.00% | | | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) | (100.00%) |
| Capital Appropriations | | | **Capital** | | | 7.00% | | | 7.00% | 6.00% | 5.50% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% |
| **5000 - Operations & Administration** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5000 | | Labor | $847,096 | $677,149 | $1,086,343 | $0 | $1,086,343 | $1,135,228 | $1,186,313 | $1,239,697 | $1,295,483 | $1,353,780 | $1,414,700 | $1,478,362 | $1,544,888 | $1,614,408 |
| Materials & Supplies | 5000 | | Supplies | $57,691 | $59,953 | $81,037 | $0 | $81,037 | $84,278 | $87,649 | $91,155 | $94,801 | $98,593 | $102,537 | $106,638 | $110,904 | $115,340 |
| Services and Charges | 5000 | | ProfSvc | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Public Notification : | 5000 | 5500.750.5000-5301.00 | ProfSvc | $228 | $750 | $500 | $0 | $500 | $525 | $551 | $579 | $608 | $638 | $670 | $704 | $739 | $776 |
| Uniforms/Personal Equipment | 5000 | 5500.750.5000-5302.00 | ProfSvc | $65,474 | $65,140 | $65,000 | $0 | $65,000 | $68,250 | $71,663 | $75,246 | $79,008 | $82,958 | $87,106 | $91,461 | $96,034 | $100,836 |
| Publications & Dues : | 5000 | 5500.750.5000-5303.00 | ProfSvc | $50,629 | $60,000 | $60,000 | $0 | $60,000 | $63,000 | $66,150 | $69,458 | $72,931 | $76,578 | $80,407 | $84,427 | $88,648 | $93,080 |
| Travel & Training : | 5000 | 5500.750.5000-5304.00 | ProfSvc | $15,957 | $28,100 | $25,000 | $0 | $25,000 | $26,250 | $27,563 | $28,941 | $30,388 | $31,907 | $33,502 | $35,177 | $36,936 | $38,783 |
| Postage Postage | 5000 | 5500.750.5000-5305.00 | ProfSvc | $172,058 | $204,620 | $166,910 | $0 | $166,910 | $175,256 | $184,019 | $193,220 | $202,881 | $213,025 | $223,676 | $234,860 | $246,603 | $258,933 |
| Business Meals | 5000 | 5500.750.5000-5306.00 | ProfSvc | $0 | $150 | $150 | $0 | $150 | $158 | $166 | $174 | $183 | $192 | $202 | $212 | $223 | $234 |
| Audit Expense : | 5000 | 5500.750.5000-5307.00 | ProfSvc | $5,500 | $5,500 | $5,775 | $0 | $5,775 | $6,064 | $6,367 | $6,685 | $7,019 | $7,370 | $7,739 | $8,126 | $8,532 | $8,959 |
| Rental Equipment | 5000 | 5500.750.5000-5308.03 | ProfSvc | $4,879 | $500 | $500 | $0 | $500 | $525 | $551 | $579 | $608 | $638 | $670 | $704 | $739 | $776 |
| Lease Software | 5000 | 5500.750.5000-5309.02 | ProfSvc | $6,542 | $14,400 | $12,294 | $0 | $12,294 | $12,909 | $13,554 | $14,232 | $14,944 | $15,691 | $16,476 | $17,300 | $18,165 | $19,073 |
| Utilities Telephone | 5000 | 5500.750.5000-5310.01 | ProfSvc | $14,535 | $21,655 | $21,655 | $0 | $21,655 | $22,738 | $23,875 | $25,069 | $26,322 | $27,638 | $29,020 | $30,471 | $31,995 | $33,595 |
| Utilities AEP Electric | 5000 | 5500.750.5000-5310.10 | ProfSvc | $39,164 | $38,950 | $23,950 | $0 | $23,950 | $25,148 | $26,405 | $27,725 | $29,111 | $30,567 | $32,095 | $33,700 | $35,385 | $37,154 |
| Utilities Fayetteville Water/Sewer | 5000 | 5500.750.5000-5310.30 | ProfSvc | $8,154 | $8,300 | $8,300 | $0 | $8,300 | $8,715 | $9,151 | $9,609 | $10,089 | $10,593 | $11,123 | $11,679 | $12,263 | $12,876 |
| Utilities Black Hills Energy | 5000 | 5500.750.5000-5310.50 | ProfSvc | $2,620 | $9,500 | $9,500 | $0 | $9,500 | $9,975 | $10,474 | $10,998 | $11,548 | $12,125 | $12,731 | $13,368 | $14,036 | $14,738 |
| Utilities Ozarks Electric | 5000 | 5500.750.5000-5310.60 | ProfSvc | $649 | $600 | $600 | $0 | $600 | $630 | $662 | $695 | $730 | $767 | $805 | $845 | $887 | $931 |
| Insurance Vehicles/Buildings | 5000 | 5500.750.5000-5311.00 | ProfSvc | $14,605 | $25,890 | $25,890 | $0 | $25,890 | $27,185 | $28,544 | $29,971 | $31,470 | $33,044 | $34,696 | $36,431 | $38,253 | $40,166 |
| Insurance Self (Third Party Damage) | 5000 | 5500.750.5000-5311.03 | ProfSvc | $0 | $6,300 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Insurance Self (Non-Vehicle Damage) | 5000 | 5500.750.5000-5311.04 | ProfSvc | $0 | $500 | $500 | $0 | $500 | $525 | $551 | $579 | $608 | $638 | $670 | $704 | $739 | $776 |
| Professional Services : | 5000 | 5500.750.5000-5314.00 | ProfSvc | $27 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Contract Services : | 5000 | 5500.750.5000-5315.00 | ProfSvc | ($12,121) | $132,600 | $144,200 | $0 | $144,200 | $151,410 | $158,981 | $166,930 | $175,277 | $184,041 | $193,243 | $202,905 | $213,050 | $223,703 |
| Bad Debt Expense | 5000 | 5500.750.5000-5319.00 | ProfSvc | $110,929 | $100,000 | $100,000 | $0 | $100,000 | $105,000 | $110,250 | $115,763 | $121,551 | $127,629 | $134,010 | $140,711 | $147,747 | $155,134 |
| Bank Charges Credit Card | 5000 | 5500.750.5000-5320.02 | ProfSvc | $92,385 | $124,300 | $100,000 | $0 | $100,000 | $105,000 | $110,250 | $115,763 | $121,551 | $127,629 | $134,010 | $140,711 | $147,747 | $155,134 |
| In Lieu Of Taxes Solid Waste | 5000 | 5500.750.5000-5321.02 | ProfSvc | $446,822 | $464,182 | $511,000 | $0 | $511,000 | $536,550 | $563,378 | $591,547 | $621,124 | $652,180 | $684,789 | $719,028 | $754,979 | $792,728 |
| In Lieu Of Taxes Other | 5000 | 5500.750.5000-5321.99 | ProfSvc | $0 | $13,461 | $33,561 | $0 | $33,561 | $35,239 | $37,001 | $38,851 | $40,794 | $42,834 | $44,976 | $47,225 | $49,586 | $52,065 |
| Recognition Employee | 5000 | 5500.750.5000-5329.00 | ProfSvc | $1,383 | $1,200 | $1,200 | $0 | $1,200 | $1,260 | $1,323 | $1,389 | $1,458 | $1,531 | $1,608 | $1,688 | $1,772 | $1,861 |
| Collection Expense | 5000 | 5500.750.5000-5333.00 | ProfSvc | $390 | $1,750 | $1,750 | $0 | $1,750 | $1,838 | $1,930 | $2,027 | $2,128 | $2,234 | $2,346 | $2,463 | $2,586 | $2,715 |
| Sales Tax Inventory Items | 5000 | 5500.750.5000-5372.00 | ProfSvc | $11,367 | $14,000 | $14,000 | $0 | $14,000 | $14,700 | $15,435 | $16,207 | $17,017 | $17,868 | $18,761 | $19,699 | $20,684 | $21,718 |
| Motorpool | 5000 | | Fleet | ($0) | ($2) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5000 | 5500.750.5000-5331.00 | Fleet | $1,736 | $1,956 | $2,270 | $0 | $2,270 | $2,361 | $2,455 | $2,553 | $2,655 | $2,761 | $2,871 | $2,986 | $3,105 | $3,229 |
| Motorpool Charges Replacement | 5000 | 5500.750.5000-5331.01 | Fleet | $10,542 | $11,342 | $11,680 | $0 | $11,680 | $12,147 | $12,633 | $13,138 | $13,664 | $14,211 | $14,779 | $15,370 | $15,985 | $16,624 |
| Motorpool Charges Shop Overhead | 5000 | 5500.750.5000-5331.02 | Fleet | $1,111 | $1,057 | $1,534 | $0 | $1,534 | $1,595 | $1,659 | $1,725 | $1,794 | $1,866 | $1,941 | $2,019 | $2,100 | $2,184 |
| Motorpool Charges Shop OH Insurance | 5000 | 5500.750.5000-5331.03 | Fleet | $488 | $203 | $677 | $0 | $677 | $704 | $732 | $761 | $791 | $823 | $856 | $890 | $926 | $963 |
| Cost Allocation | 5000 | | Constant | $481,380 | $583,932 | $583,932 | $0 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 | $583,932 |
| Maintenance | 5000 | | Maintenance | $0 | $9,389 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Building & Grounds Maintenance | 5000 | 5500.750.5000-5400.00 | Maintenance | $75,230 | $142,500 | $50,000 | $0 | $50,000 | $52,000 | $54,080 | $56,243 | $58,493 | $60,833 | $63,266 | $65,797 | $68,429 | $71,166 |
| Equipment Maint Office Machine | 5000 | 5500.750.5000-5401.00 | Maintenance | $0 | $500 | $500 | $0 | $500 | $520 | $541 | $563 | $586 | $609 | $633 | $658 | $684 | $711 |
| Maintenance Vehicle & Machine | 5000 | 5500.750.5000-5403.00 | Maintenance | $225 | $500 | $500 | $0 | $500 | $520 | $541 | $563 | $586 | $609 | $633 | $658 | $684 | $711 |
| Debt Service | 5000 | | Constant | $0 | $0 | $100 | $0 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 | $100 |
| Capital | 5000 | | Capital | $0 | $47,852 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Non-Operating Interest | 5000 | | Capital | $25,071 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Operating Transfers Out | 5000 | | Constant | $0 | $100,500 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | $2,552,748 | $2,979,280 | $3,150,908 | $0 | $3,150,908 | $3,272,340 | $3,399,539 | $3,532,783 | $3,672,355 | $3,818,560 | $3,971,713 | $4,132,150 | $4,300,213 | $4,476,267 |
| **5010 - Commercial Collections** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5010 | | Labor | $567,843 | $644,009 | $770,569 | $0 | $770,569 | $805,245 | $841,481 | $879,348 | $918,919 | $960,270 | $1,003,482 | $1,048,639 | $1,095,828 | $1,145,140 |
| Materials & Supplies | 5010 | | Supplies | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Minor Equipment : | 5010 | 5500.750.5010-5210.00 | Supplies | $2,374 | $3,090 | $2,890 | $0 | $2,890 | $3,006 | $3,126 | $3,251 | $3,381 | $3,516 | $3,657 | $3,803 | $3,955 | $4,113 |
| Signs : | 5010 | 5500.750.5010-5212.00 | Supplies | $1,478 | $1,270 | $2,000 | $0 | $2,000 | $2,080 | $2,163 | $2,250 | $2,340 | $2,434 | $2,531 | $2,632 | $2,737 | $2,846 |
| Fuel Unleaded/Diesel | 5010 | 5500.750.5010-5213.04 | Fuel | $154,001 | $184,842 | $163,874 | $0 | $163,874 | $171,248 | $178,954 | $187,007 | $195,422 | $204,216 | $213,406 | $223,009 | $233,044 | $243,531 |
| Container Maint Supplies : | 5010 | 5500.750.5010-5226.00 | Supplies | $3,348 | $14,450 | $13,800 | $0 | $13,800 | $14,352 | $14,926 | $15,523 | $16,144 | $16,790 | $17,462 | $18,160 | $18,886 | $19,641 |
| Containers RTC | 5010 | 5500.750.5010-5227.00 | Supplies | $197,331 | $218,416 | $181,000 | $0 | $181,000 | $188,240 | $195,770 | $203,601 | $211,745 | $220,215 | $229,024 | $238,185 | $247,712 | $257,620 |
| Services and Charges | 5010 | | ProfSvc | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Insurance Self (City Vehicles) | 5010 | 5500.750.5010-5311.01 | ProfSvc | $982 | $2,000 | $2,000 | $0 | $2,000 | $2,100 | $2,205 | $2,315 | $2,431 | $2,553 | $2,681 | $2,815 | $2,956 | $3,104 |
| Insurance Self (Non-Vehicle Damage) | 5010 | 5500.750.5010-5311.04 | ProfSvc | $0 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Disposal Solid Waste | 5010 | 5500.750.5010-5316.00 | Disposal | $1,006,972 | $1,214,055 | $1,444,745 | $268,959 | $1,713,704 | $1,781,120 | $1,913,208 | $2,052,327 | $2,198,753 | $2,352,492 | $2,514,634 | $2,686,064 | $2,866,321 | $3,054,313 |
| Motorpool | 5010 | | Fleet | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5010 | 5500.750.5010-5331.00 | Fleet | $260,259 | $204,941 | $237,609 | $0 | $237,609 | $247,113 | $256,998 | $267,278 | $277,969 | $289,088 | $300,652 | $312,678 | $325,185 | $338,192 |
| Motorpool Charges Replacement | 5010 | 5500.750.5010-5331.01 | Fleet | $490,472 | $546,928 | $661,428 | $0 | $661,428 | $687,885 | $715,400 | $744,016 | $773,777 | $804,728 | $836,917 | $870,394 | $905,210 | $941,418 |
| Motorpool Charges Shop Overhead | 5010 | 5500.750.5010-5331.02 | Fleet | $54,288 | $53,124 | $85,442 | $0 | $85,442 | $88,860 | $92,414 | $96,111 | $99,955 | $103,953 | $108,111 | $112,435 | $116,932 | $121,609 |
| Motorpool Charges Shop OH Insurance | 5010 | 5500.750.5010-5331.03 | Fleet | $21,835 | $16,920 | $28,766 | $0 | $28,766 | $29,917 | $31,114 | $32,359 | $33,653 | $34,999 | $36,399 | $37,855 | $39,369 | $40,944 |
| Cost Allocation | 5010 | | Constant | $76,584 | $92,904 | $92,904 | $0 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 | $92,904 |
| Maintenance | 5010 | | Maintenance | $45,370 | $6,651 | $10,000 | $0 | $10,000 | $10,400 | $10,816 | $11,249 | $11,699 | $12,167 | $12,654 | $13,160 | $13,686 | $14,233 |
| | | | | $2,883,135 | $3,203,700 | $3,697,127 | $268,959 | $3,966,086 | $4,124,575 | $4,351,589 | $4,589,655 | $4,839,214 | $5,100,453 | $5,374,648 | $5,662,874 | $5,964,873 | $6,279,763 |
| **5020 - Residential Collections** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5020 | | Labor | $846,296 | $902,119 | $1,001,269 | $0 | $1,001,269 | $1,046,326 | $1,093,411 | $1,142,614 | $1,194,032 | $1,247,763 | $1,303,912 | $1,362,588 | $1,423,904 | $1,487,980 |
| Materials & Supplies | 5020 | | Supplies | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Supplies Office/Printing | 5020 | 5500.750.5020-5200.00 | Supplies | $0 | $2,000 | $800 | $0 | $800 | $832 | $865 | $900 | $936 | $973 | $1,012 | $1,052 | $1,094 | $1,138 |
| Minor Equipment : | 5020 | 5500.750.5020-5210.00 | Supplies | $100,849 | $106,800 | $100,000 | $0 | $100,000 | $104,000 | $108,160 | $112,486 | $116,985 | $121,664 | $126,531 | $131,592 | $136,856 | $142,330 |
| Fuel Unleaded/Diesel | 5020 | 5500.750.5020-5213.04 | Fuel | $170,829 | $202,720 | $166,044 | $0 | $166,044 | $173,516 | $181,324 | $189,484 | $198,011 | $206,921 | $216,232 | $225,962 | $236,130 | $246,756 |
| Solid Waste Collection Supplies | 5020 | 5500.750.5020-5225.00 | Supplies | $2,083 | $3,500 | $1,000 | $0 | $1,000 | $1,040 | $1,082 | $1,125 | $1,170 | $1,217 | $1,266 | $1,317 | $1,370 | $1,425 |
| Services and Charges | 5020 | | ProfSvc | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Insurance Self (City Vehicles) | 5020 | 5500.750.5020-5311.01 | ProfSvc | $462 | $2,550 | $1,350 | $0 | $1,350 | $1,418 | $1,489 | $1,563 | $1,641 | $1,723 | $1,809 | $1,899 | $1,994 | $2,094 |
| Insurance Self (Non-Vehicle Damage) | 5020 | 5500.750.5020-5311.04 | ProfSvc | $0 | $250 | $250 | $0 | $250 | $263 | $276 | $290 | $305 | $320 | $336 | $353 | $371 | $390 |
| Disposal Solid Waste | 5020 | 5500.750.5020-5316.00 | Disposal | $623,701 | $749,849 | $814,151 | $231,346 | $1,045,497 | $1,072,599 | $1,134,077 | $1,198,515 | $1,266,099 | $1,336,978 | $1,411,307 | $1,489,055 | $1,570,679 | $1,656,222 |
| Motorpool | 5020 | | Fleet | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5020 | 5500.750.5020-5331.00 | Fleet | $244,092 | $236,810 | $202,277 | $0 | $202,277 | $210,368 | $218,783 | $227,534 | $236,635 | $246,100 | $255,944 | $266,182 | $276,829 | $287,902 |
| Motorpool Charges Replacement | 5020 | 5500.750.5020-5331.01 | Fleet | $583,553 | $678,883 | $656,390 | $0 | $656,390 | $682,646 | $709,952 | $738,350 | $767,884 | $798,599 | $830,543 | $863,765 | $898,316 | $934,249 |
| Motorpool Charges Shop Overhead | 5020 | 5500.750.5020-5331.02 | Fleet | $60,530 | $65,640 | $86,166 | $0 | $86,166 | $89,613 | $93,198 | $96,926 | $100,803 | $104,835 | $109,028 | $113,389 | $117,925 | $122,642 |
| Motorpool Charges Shop OH Insurance | 5020 | 5500.750.5020-5331.03 | Fleet | $25,580 | $21,464 | $27,926 | $0 | $27,926 | $29,043 | $30,205 | $31,413 | $32,670 | $33,977 | $35,336 | $36,749 | $38,219 | $39,748 |
| Cost Allocation | 5020 | | Constant | $54,384 | $65,964 | $65,964 | $0 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 | $65,964 |
| Maintenance | 5020 | | Maintenance | $3,882 | $11,795 | $2,800 | $0 | $2,800 | $2,912 | $3,028 | $3,149 | $3,275 | $3,406 | $3,542 | $3,684 | $3,831 | $3,984 |
| | | | | $2,716,242 | $3,050,344 | $3,126,387 | $231,346 | $3,357,733 | $3,480,540 | $3,641,814 | $3,810,313 | $3,986,410 | $4,170,440 | $4,362,762 | $4,563,551 | $4,773,482 | $4,992,824 |
| **5030 - Commercial Drop Box Collections** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5030 | | Labor | $180,890 | $207,943 | $227,005 | $0 | $227,005 | $237,220 | $247,895 | $259,050 | $270,707 | $282,889 | $295,619 | $308,922 | $322,823 | $337,350 |
| Materials & Supplies | 5030 | | Supplies | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Minor Equipment : | 5030 | 5500.750.5030-5210.00 | Supplies | $666 | $1,379 | $1,279 | $0 | $1,279 | $1,330 | $1,383 | $1,438 | $1,496 | $1,556 | $1,618 | $1,683 | $1,750 | $1,820 |
| Signs : | 5030 | 5500.750.5030-5212.00 | Supplies | $22 | $0 | $1,000 | $0 | $1,000 | $1,040 | $1,082 | $1,125 | $1,170 | $1,217 | $1,266 | $1,317 | $1,370 | $1,425 |
| Fuel Unleaded/Diesel | 5030 | 5500.750.5030-5213.04 | Fuel | $33,600 | $55,084 | $48,068 | $0 | $48,068 | $50,231 | $52,491 | $54,853 | $57,321 | $59,900 | $62,596 | $65,413 | $68,357 | $71,433 |
| Container Maint Supplies : | 5030 | 5500.750.5030-5226.00 | Supplies | $252 | $500 | $500 | $0 | $500 | $520 | $541 | $563 | $586 | $609 | $633 | $658 | $684 | $711 |
| Services and Charges | 5030 | | ProfSvc | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Contract Services : | 5030 | 5500.750.5030-5315.00 | ProfSvc | $6,002 | $8,000 | $8,000 | $0 | $8,000 | $8,400 | $8,820 | $9,261 | $9,724 | $10,210 | $10,721 | $11,257 | $11,820 | $12,411 |
| Disposal Solid Waste | 5030 | 5500.750.5030-5316.00 | Disposal | $419,574 | $420,959 | $507,759 | $28,645 | $536,404 | $536,404 | $555,202 | $574,616 | $594,749 | $615,601 | $637,172 | $659,462 | $682,574 | $706,508 |
| Motorpool | 5030 | | Fleet | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5030 | 5500.750.5030-5331.00 | Fleet | $32,081 | $21,118 | $34,308 | $0 | $34,308 | $35,680 | $37,107 | $38,591 | $40,135 | $41,740 | $43,410 | $45,146 | $46,952 | $48,830 |
| Motorpool Charges Replacement | 5030 | 5500.750.5030-5331.01 | Fleet | $64,827 | $80,119 | $131,889 | $0 | $131,889 | $137,165 | $142,652 | $148,358 | $154,292 | $160,464 | $166,883 | $173,558 | $180,500 | $187,720 |
| Motorpool Charges Shop Overhead | 5030 | 5500.750.5030-5331.02 | Fleet | $7,802 | $7,634 | $15,395 | $0 | $15,395 | $16,011 | $16,651 | $17,317 | $18,010 | $18,730 | $19,479 | $20,258 | $21,068 | $21,911 |
| Motorpool Charges Shop OH Insurance | 5030 | 5500.750.5030-5331.03 | Fleet | $3,202 | $2,571 | $4,885 | $0 | $4,885 | $5,080 | $5,283 | $5,494 | $5,714 | $5,943 | $6,181 | $6,428 | $6,685 | $6,952 |
| Cost Allocation | 5030 | | Constant | $10,308 | $12,504 | $12,504 | $0 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 | $12,504 |
| Maintenance | 5030 | | Maintenance | $1,960 | $1,713 | $2,000 | $0 | $2,000 | $2,080 | $2,163 | $2,250 | $2,340 | $2,434 | $2,531 | $2,632 | $2,737 | $2,846 |
| | | | | $761,185 | $819,524 | $994,592 | $28,645 | $1,023,237 | $1,043,665 | $1,083,774 | $1,125,420 | $1,168,748 | $1,213,797 | $1,260,613 | $1,309,238 | $1,359,824 | $1,412,421 |
| **5040 - Transfer Station** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5040 | | Labor | $153,751 | $160,321 | $187,226 | $0 | $187,226 | $195,651 | $204,455 | $213,655 | $223,269 | $233,316 | $243,815 | $254,787 | $266,252 | $278,233 |
| Materials & Supplies | 5040 | | Supplies | $21,718 | $18,021 | $22,515 | $0 | $22,515 | $23,416 | $24,353 | $25,327 | $26,340 | $27,394 | $28,490 | $29,630 | $30,815 | $32,048 |
| Services and Charges | 5040 | | ProfSvc | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Rental Equipment | 5040 | 5500.750.5040-5308.03 | ProfSvc | $0 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Contract Services : | 5040 | 5500.750.5040-5315.00 | ProfSvc | $903,372 | $1,156,364 | $1,181,600 | $0 | $1,181,600 | $1,240,680 | $1,302,714 | $1,367,850 | $1,436,243 | $1,508,055 | $1,583,458 | $1,662,631 | $1,745,763 | $1,833,051 |
| Disposal Solid Waste | 5040 | 5500.750.5040-5316.00 | Disposal | $481,209 | $543,752 | $728,748 | $56,850 | $785,598 | $785,598 | $813,128 | $841,561 | $871,048 | $901,587 | $933,179 | $965,825 | $999,674 | $1,034,726 |
| Motorpool | 5040 | | Fleet | $95,938 | $92,983 | $93,673 | $0 | $93,673 | $97,420 | $101,317 | $105,370 | $109,585 | $113,968 | $118,527 | $123,268 | $128,199 | $133,327 |
| Cost Allocation | 5040 | | Constant | $3,444 | $4,176 | $4,176 | $0 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 | $4,176 |
| Maintenance | 5040 | | Maintenance | $12,831 | $14,817 | $3,300 | $0 | $3,300 | $3,432 | $3,569 | $3,712 | $3,860 | $4,014 | $4,175 | $4,342 | $4,516 | $4,697 |
| | | | | $1,672,263 | $1,990,534 | $2,221,338 | $56,850 | $2,278,188 | $2,350,478 | $2,453,822 | $2,561,767 | $2,674,643 | $2,792,638 | $2,915,954 | $3,044,800 

| Cost Center Description | Expense Category | | Escalation Factor | Actual FY 2023 | Actual FY 2024 | Budgeted Budgeted | Adjustments | Adjusted FY 2025 | Projected FY 2026 | Projected FY 2027 | Projected FY 2028 | Projected FY 2029 | Projected FY 2030 | Projected FY 2031 | Projected FY 2032 | Projected FY 2033 | Projected FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fuel Unleaded/Diesel | 5060 | 5500.750.5060-5213.04 | Fuel | $111,480 | $144,716 | $123,773 | $0 | $123,773 | $129,343 | $135,163 | $141,245 | $147,601 | $154,243 | $161,184 | $168,437 | $176,017 | $183,938 |
| Solid Waste Collection Supplies | 5060 | 5500.750.5060-5225.00 | Supplies | $26,114 | $32,950 | $39,800 | $0 | $39,800 | $41,392 | $43,048 | $44,770 | $46,561 | $48,423 | $50,360 | $52,374 | $54,469 | $56,648 |
| Container Maint Supplies : | 5060 | 5500.750.5060-5226.00 | Supplies | $27 | $300 | $300 | $0 | $300 | $312 | $324 | $337 | $350 | $364 | $379 | $394 | $410 | $426 |
| Containers RTC | 5060 | 5500.750.5060-5227.00 | Supplies | $66,621 | $73,000 | $93,000 | $0 | $93,000 | $96,720 | $100,589 | $104,613 | $108,798 | $113,150 | $117,676 | $122,383 | $127,278 | $132,369 |
| Services and Charges | 5060 | | ProfSvc | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Rental Equipment | 5060 | 5500.750.5060-5308.03 | ProfSvc | $0 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Lease Software | 5060 | 5500.750.5060-5309.02 | ProfSvc | $0 | $15,675 | $17,918 | $0 | $17,918 | $18,814 | $19,755 | $20,743 | $21,780 | $22,869 | $24,012 | $25,213 | $26,474 | $27,798 |
| Insurance Vehicles/Buildings | 5060 | 5500.750.5060-5311.00 | ProfSvc | $0 | $100 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Insurance Self (City Vehicles) | 5060 | 5500.750.5060-5311.01 | ProfSvc | $0 | $2,000 | $100 | $0 | $100 | $105 | $110 | $116 | $122 | $128 | $134 | $141 | $148 | $155 |
| Insurance Self (Non-Vehicle Damage) | 5060 | 5500.750.5060-5311.04 | ProfSvc | $0 | $2,000 | $2,000 | $0 | $2,000 | $2,100 | $2,205 | $2,315 | $2,431 | $2,553 | $2,681 | $2,815 | $2,956 | $3,104 |
| Contract Services : | 5060 | 5500.750.5060-5315.00 | ProfSvc | $2,340 | $24,600 | $2,000 | $0 | $2,000 | $2,100 | $2,205 | $2,315 | $2,431 | $2,553 | $2,681 | $2,815 | $2,956 | $3,104 |
| Promotionals Activities | 5060 | 5500.750.5060-5342.00 | ProfSvc | $83,598 | $80,403 | $104,300 | $0 | $104,300 | $109,515 | $114,991 | $120,741 | $126,778 | $133,117 | $139,773 | $146,762 | $154,100 | $161,805 |
| Motorpool | 5060 | | Fleet | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5060 | 5500.750.5060-5331.00 | Fleet | $168,812 | $148,447 | $159,884 | $0 | $159,884 | $166,279 | $172,930 | $179,847 | $187,041 | $194,523 | $202,304 | $210,396 | $218,812 | $227,564 |
| Motorpool Charges Replacement | 5060 | 5500.750.5060-5331.01 | Fleet | $385,097 | $493,010 | $543,464 | $0 | $543,464 | $565,203 | $587,811 | $611,323 | $635,776 | $661,207 | $687,655 | $715,161 | $743,767 | $773,518 |
| Motorpool Charges Shop Overhead | 5060 | 5500.750.5060-5331.02 | Fleet | $49,438 | $54,004 | $78,140 | $0 | $78,140 | $81,266 | $84,517 | $87,898 | $91,414 | $95,071 | $98,874 | $102,829 | $106,942 | $111,220 |
| Motorpool Charges Shop OH Insurance | 5060 | 5500.750.5060-5331.03 | Fleet | $17,595 | $13,752 | $23,090 | $0 | $23,090 | $24,014 | $24,975 | $25,974 | $27,013 | $28,094 | $29,218 | $30,387 | $31,602 | $32,866 |
| Cost Allocation | 5060 | | Constant | $99,684 | $120,924 | $120,924 | $0 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 | $120,924 |
| Maintenance | 5060 | | Maintenance | $21,168 | $6,277 | $9,100 | $0 | $9,100 | $9,464 | $9,843 | $10,237 | $10,646 | $11,072 | $11,515 | $11,976 | $12,455 | $12,953 |
| Operating Transfers Out | 5060 | | Constant | $104,245 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | $2,917,171 | $3,048,739 | $3,285,561 | $0 | $3,285,561 | $3,423,835 | $3,568,172 | $3,718,840 | $3,876,115 | $4,040,291 | $4,211,668 | $4,390,567 | $4,577,316 | $4,772,262 |
| **5070 - Composting** | | | | | | | | | | | | | | | | | |
| Personnel Services | 5070 | | Labor | $489,653 | $425,967 | $532,635 | $0 | $532,635 | $556,604 | $581,651 | $607,825 | $635,177 | $663,760 | $693,629 | $724,842 | $757,460 | $791,546 |
| Materials & Supplies | 5070 | | Supplies | $72,704 | $58,918 | $76,269 | $0 | $76,269 | $79,320 | $82,493 | $85,793 | $89,225 | $92,794 | $96,506 | $100,366 | $104,381 | $108,556 |
| Services and Charges | 5070 | | ProfSvc | $482 | $400 | $1,700 | $0 | $1,700 | $1,785 | $1,874 | $1,968 | $2,066 | $2,169 | $2,277 | $2,391 | $2,511 | $2,637 |
| Motorpool | 5070 | | Fleet | ($0) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Motorpool Charges Maintenance | 5070 | 5500.750.5070-5331.00 | Fleet | $115,269 | $113,760 | $106,890 | $0 | $106,890 | $111,166 | $115,613 | $120,238 | $125,048 | $130,050 | $135,252 | $140,662 | $146,288 | $152,140 |
| Motorpool Charges Replacement | 5070 | 5500.750.5070-5331.01 | Fleet | $393,042 | $442,644 | $513,453 | $0 | $513,453 | $533,991 | $555,351 | $577,565 | $600,668 | $624,695 | $649,683 | $675,670 | $702,697 | $730,805 |
| Motorpool Charges Shop Overhead | 5070 | 5500.750.5070-5331.02 | Fleet | $37,849 | $48,341 | $49,048 | $0 | $49,048 | $51,010 | $53,050 | $55,172 | $57,379 | $59,674 | $62,061 | $64,543 | $67,125 | $69,810 |
| Motorpool Charges Shop OH Insurance | 5070 | 5500.750.5070-5331.03 | Fleet | $8,517 | $10,256 | $23,824 | $0 | $23,824 | $24,777 | $25,768 | $26,799 | $27,871 | $28,986 | $30,145 | $31,351 | $32,605 | $33,909 |
| Cost Allocation | 5070 | | Constant | $34,020 | $41,268 | $41,268 | $0 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 | $41,268 |
| Maintenance | 5070 | | Maintenance | $5,662 | $2,909 | $2,000 | $0 | $2,000 | $2,080 | $2,163 | $2,250 | $2,340 | $2,434 | $2,531 | $2,632 | $2,737 | $2,846 |
| Operating Transfers Out | 5070 | | Constant | $0 | $69,952 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | $1,157,198 | $1,214,414 | $1,347,087 | $0 | $1,347,087 | $1,402,001 | $1,459,231 | $1,518,878 | $1,581,042 | $1,645,830 | $1,713,352 | $1,783,725 | $1,857,072 | $1,933,517 |
| **5080 - Solid Waste Projects** | | | | | | | | | | | | | | | | | |
| Materials & Supplies | 5080 | | Eliminate | $39,839 | $167,675 | $5,000 | ($5,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Services and Charges | 5080 | | Eliminate | $0 | $112,633 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Capital | 5080 | | Eliminate | $859,288 | $985,468 | $557,000 | ($557,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Operating Transfers Out | 5080 | | Eliminate | $0 | $399,850 | $343,000 | ($343,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | | | $899,127 | $1,665,625 | $905,000 | ($905,000) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Incremental Expenses** | | | | | | | | | | | | | | | | | |
| Commercial Collection | | | | | | | | | | | | | | | | | |
| Labor | 5010 | Labor | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Fleet Leases | 5010 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Fleet Variable | 5010 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Residential Collection | | | | | | | | | | | | | | | | | |
| Labor | 5020 | Labor | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $135,626 | $141,730 | $148,107 | $154,772 | $161,737 |
| Fleet Leases | 5020 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $88,733 | $92,283 | $95,974 | $99,813 | $103,805 |
| Fleet Variable | 5020 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $88,733 | $92,283 | $95,974 | $99,813 | $103,805 |
| Recycling | | | | | | | | | | | | | | | | | |
| Labor | 5060 | Labor | Incremental | | | | | $0 | $0 | $177,722 | $185,719 | $194,076 | $202,810 | $423,873 | $442,947 | $462,880 | $495,046 |
| Fleet Leases | 5060 | Fleet | Incremental | | | | | $0 | $0 | $45,216 | $47,025 | $48,906 | $50,862 | $105,793 | $110,025 | $114,426 | $178,504 |
| Fleet Variable | 5060 | Fleet Variable | Incremental | | | | | $0 | $7,709 | $14,917 | $22,720 | $31,155 | $40,262 | $50,082 | $60,646 | $72,042 | $84,292 |
| Disposal | 5060 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Composting | | | | | | | | | | | | | | | | | |
| Labor | 5070 | Labor | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Fleet Leases | 5070 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Fleet Variable | 5070 | Fleet | Incremental | | | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Subtotal Incremental Expenses | | | | $0 | $0 | $0 | $0 | $0 | $7,709 | $237,855 | $255,464 | $274,137 | $607,027 | $906,042 | $953,673 | $1,003,745 | $1,127,190 |
| **Budget Total** | | | | $15,559,069 | $17,972,160 | $18,728,000 | ($319,201) | $18,408,799 | $19,105,142 | $20,195,796 | $21,113,119 | $22,072,664 | $23,389,036 | $24,716,753 | $25,840,578 | $27,016,067 | $28,314,658 |

**Fayetteville Recycling and Trash Collection**
**Cost of Service Study for Solid Waste**
**Inflated Capital Projects**

| | Funding Source | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **CIP Projects** | | | | | | | | | | | |
| **Capital Improvement Plan** | | | | | | | | | | | |
| CIP Source Updated 5.5.2025 | | | | | | | | | | | |
| RTC Technology Equip Repl | Rates | | $19,000 | $3,000 | $8,000 | $7,000 | $21,000 | $11,600 | $10,120 | $11,544 | $12,253 |
| RTC Rate Study | Rates | | $0 | $0 | $0 | $0 | $100,000 | $20,000 | $24,000 | $28,800 | $34,560 |
| RTC Master Plan Expansion | Rates | | $750,000 | $800,000 | $800,000 | $850,000 | $900,000 | $820,000 | $834,000 | $840,800 | $848,960 |
| RTC Scale House Impr | Rates | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| RTC Route Optimization & RFID System | Rates | | $50,000 | $40,000 | $40,000 | $40,000 | $40,000 | $42,000 | $40,400 | $40,480 | $40,576 |
| RTC Compost Site Impr | Rates | | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 |
| RTC Compactors & Containers | Rates | | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 | $160,000 |
| Technology Equipment Replacements, Recycling Trash Collection | | | | | | | | | | | |
| Minor Equipment | Rates | $9,085 | | | | | | | | | |
| Fixed Assets | Rates | 8,000 | | | | | | | | | |
| Fiber Optic Cable (Other Funds) | | | | | | | | | | | |
| Minor Equipment | Rates | 47,297 | | | | | | | | | |
| RTC - Solid Waste Compactors | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 107,999 | | | | | | | | | |
| Container Costs | Rates | 200,786 | | | | | | | | | |
| RTC - Solid Waste Commercial Rate Study | | | | | | | | | | | |
| Professional Services | Rates | 94,601 | | | | | | | | | |
| Fixed Assets | Rates | 51,174 | | | | | | | | | |
| Contingency - Capital Project | Rates | 11,186 | | | | | | | | | |
| RTC - Office and Transfer Station Exp, Site Improvements | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 3,563 | | | | | | | | | |
| RTC - Office and Transfer Station Exp, Solid Waste New Offices | | | | | | | | | | | |
| Professional Services | Rates | 699 | | | | | | | | | |
| Building Costs | Rates | 681 | | | | | | | | | |
| Building Efficiency Improvements, Energy Savings Performance Contract | | | | | | | | | | | |
| Building Costs | Rates | 1 | | | | | | | | | |
| RTC - Container Maint Building Upgrade | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 13,290 | | | | | | | | | |
| RTC - Master Plan Expansion | | | | | | | | | | | |
| Vehicles & Equipment - base | Rates | 292,696 | | | | | | | | | |
| Improvements - Solid Waste | Rates | 665,683 | | | | | | | | | |
| Trannsfers to Funds - Shop | Rates | 412,150 | | | | | | | | | |
| RTC - Master Plan Expansion, RTC Facility Improvements | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 23,603 | | | | | | | | | |
| Capital Prof Svcs - Engineering | Rates | 68 | | | | | | | | | |
| RTC - Scale House Improvements | | | | | | | | | | | |
| Building Costs | Rates | 54,390 | | | | | | | | | |
| Improvements - Solid Waste | Rates | 274 | | | | | | | | | |
| RTC - Route Optimization & RFID System | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 11,696 | | | | | | | | | |
| RTC - Truck Electrical Outlets & Block Heaters | | | | | | | | | | | |
| Improvements - Solid Waste | Rates | 12,000 | | | | | | | | | |
| RTC - Compost Site Improvements | | | | | | | | | | | |
| Vehicles & Equipment - base | Rates | 12,912 | | | | | | | | | |
| Improvements - Solid Waste | Rates | 462,961 | | | | | | | | | |
| RTC - Compactors & Containers, Miscellaneous | | | | | | | | | | | |
| Containers - RTC | Rates | 15,151 | | | | | | | | | |
| Container Costs | Rates | 70,000 | | | | | | | | | |
| RTC - Recycling Grant, 2021 Recycle Dollies | | | | | | | | | | | |
| Containers - RTC | Rates | 296 | | | | | | | | | |
| RTC- Recycling Grant, Publuic Spaces Recycling Containers | | | | | | | | | | | |
| Containers - RTC | Rates | 10,244 | | | | | | | | | |
| RTC - Recycling Grant, Food Waste Collection Buckets | | | | | | | | | | | |
| Containers - RTC | Rates | 251 | | | | | | | | | |
| RTC - Recycling Grant, Compost Collection Containers | | | | | | | | | | | |
| Containers - RTC | Rates | $65 | | | | | | | | | |
| Subtotal Capital Costs | | **$2,592,802** | **$1,179,000** | **$1,203,000** | **$1,208,000** | **$1,257,000** | **$1,421,000** | **$1,253,600** | **$1,268,520** | **$1,281,624** | **$1,296,349** |
| **Incremental Capital Costs related to Scenarios** | | | | | | | | | | | |
| S1: Dual Stream Glass Curb Sort | | | | | | | | | | | |
| Trucks | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| S2: Dual Stream Cart Recycling | | | | | | | | | | | |
| Trucks | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Debt Funded | Proposed Debt | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Cash Funded | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| S3: All-in-one Cart Recycling Weekly | | | | | | | | | | | |
| Trucks | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Debt Funded | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Cash Funded | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| S4: All-in-one Cart Recycling EOW | | | | | | | | | | | |
| Trucks | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Debt Funded | Proposed Debt | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Cash Funded | Rates | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers - Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total Capital Costs** | | **$2,592,802** | **$1,179,000** | **$1,203,000** | **$1,208,000** | **$1,257,000** | **$1,421,000** | **$1,253,600** | **$1,268,520** | **$1,281,624** | **$1,296,349** |

| | | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Summary by Funding Source** | | | | | | | | | | | |
| Rates | Rates | $2,592,802 | $1,179,000 | $1,203,000 | $1,208,000 | $1,257,000 | $1,421,000 | $1,253,600 | $1,268,520 | $1,281,624 | $1,296,349 |
| Existing debt | Existing debt | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Proposed Debt | Proposed Debt | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Capital Lease | Capital Lease | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Grant Funding | Grant Funding | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Other | Other | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | | $2,592,802 | $1,179,000 | $1,203,000 | $1,208,000 | $1,257,000 | $1,421,000 | $1,253,600 | $1,268,520 | $1,281,624 | $1,296,349 |

| | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|
| **SCENARIO RELATED INCREMENTAL CAPITAL** | | | | | | | | | | |
| **S2: Dual Stream Cart Recycling** | | | | | | | | | | |
| Trucks | | | | | | | | | | |
| Assumed # of Trucks Needed | 12.00 | 7.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 8.00 | 9.00 | 9.00 |

| | Funding Source | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Assumed Cost of Trucks | | $500,000 | $515,000 | $530,450 | $546,364 | $562,754 | $579,637 | $597,026 | $614,937 | $633,385 | $652,387 |
| Truck Costs | | $0 | $3,605,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Replacement Truck Credit | | | (2,091,000) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Recognized Related Truck Costs | | $0 | $1,514,000 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | | | | | | | | | | | |
| 60 Gallon Cart - Rate | | $60.00 | $61.80 | $63.65 | $65.56 | $67.53 | $69.56 | $71.64 | $73.79 | $76.01 | $78.29 |
| Start up 60 Gallon Cart - Amount Needed | | 27,922 | 28,645 | 29,263 | 29,881 | 30,499 | 31,117 | 31,735 | 32,352 | 32,971 | 33,590 |
| Carts per HH | | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Start up Container Costs | | $0 | $3,540,522 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Incremental Amount of Carts Needed | | 0 | 723 | 618 | 618 | 618 | 618 | 618 | 617 | 619 | 619 |
| Growth Related Container Costs | | $0 | $0 | $39,338 | $40,518 | $41,734 | $42,986 | $44,275 | $45,530 | $47,048 | $48,459 |
| Grants for Carts | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Subtotal S2** | | $0 | $5,054,522 | $39,338 | $40,518 | $41,734 | $42,986 | $44,275 | $45,530 | $47,048 | $48,459 |
| **S3: All-in-one Cart Recycling Weekly** | | | | | | | | | | | |
| Trucks | | | | | | | | | | | |
| Assumed # of Trucks Needed | | 12 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 7 | 7 |
| Assumed Cost of Trucks | | $380,000 | $391,400 | $403,142 | $415,236 | $427,693 | $440,524 | $453,740 | $467,352 | $481,373 | $495,814 |
| Start-up Truck Costs | | $0 | $2,348,400 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Replacement Truck Credit | | | (2,091,000) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Recognized Related Truck Costs | | $0 | $257,400 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | | | | | | | | | | | |
| 60 Gallon Cart - Rate | | $60.00 | $61.80 | $63.65 | $65.56 | $67.53 | $69.56 | $71.64 | $73.79 | $76.01 | $78.29 |
| Start up 60 Gallon Cart - Amount Needed | | 27,922 | 28,645 | 29,263 | 29,881 | 30,499 | 31,117 | 31,735 | 32,352 | 32,971 | 33,590 |
| Start up Container Costs | | $0 | $1,770,261 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Incremental Amount of Carts Needed | | 0 | 723 | 618 | 618 | 618 | 618 | 618 | 617 | 619 | 619 |
| Growth Related Container Costs | | $0 | $0 | $39,338 | $40,518 | $41,734 | $42,986 | $44,275 | $45,530 | $47,048 | $48,459 |
| Grants for Carts | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Subtotal S3** | | $0 | $2,027,661 | $39,338 | $40,518 | $41,734 | $42,986 | $44,275 | $45,530 | $47,048 | $48,459 |
| **S4: All-in-one Cart Recycling EOW** | | | | | | | | | | | |
| Trucks | | | | | | | | | | | |
| Assumed # of Trucks Needed | | 12 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Assumed Cost of Trucks | | $430,000 | $442,900 | $456,187 | $469,873 | $483,969 | $498,488 | $513,442 | $528,846 | $544,711 | $561,052 |
| Start-up Truck Costs | | $0 | $1,771,600 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Replacement Truck Credit | | | (1,771,600) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Recognized Related Truck Costs | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | | | | | | | | | | | |
| 90 Gallon Cart - Rate | | $90.00 | $92.70 | $95.48 | $98.35 | $101.30 | $104.33 | $107.46 | $110.69 | $114.01 | $117.43 |
| Start up 90 Gallon Cart - Amount Needed | | 27,922 | 28,645 | 29,263 | 29,881 | 30,499 | 31,117 | 31,735 | 32,352 | 32,971 | 33,590 |
| Start up Container Costs | | $0 | $2,655,392 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Incremental Amount of Carts Needed | | 0 | 723 | 618 | 618 | 618 | 618 | 618 | 617 | 619 | 619 |
| Growth Related Container Costs | | $0 | $0 | $59,007 | $60,777 | $62,601 | $64,479 | $66,413 | $68,295 | $70,572 | $72,689 |
| Grants for Carts | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Containers | | | | | | | | | | | |
| **Subtotal S4** | | $0 | $2,655,392 | $59,007 | $60,777 | $62,601 | $64,479 | $66,413 | $68,295 | $70,572 | $72,689 |

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1060

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

**FROM:** Gretchen Harrison, Senior Planner

**SUBJECT:** **REZONING-2025-0021: (EAST OF 1228 S. WEST AVE./BATES-SIEMEK, 562): Submitted by WESLEY BATES for property located EAST OF 1228 S. WEST AVE. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.12 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.**

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**RECOMMENDATION:**
City Planning Staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

**BACKGROUND:**
The subject property contains one parcel totaling 0.12 aces which was recently created as part of a lot split (LSP-2025-0003). The property was established as a tandem lot and is located behind a lot that has street frontage along West Avenue just north of 13th Street. Based on recent revisions to the City's lot frontage requirements which were approved by City Council (Ordinance No. 6869), the subject property may be considered a conforming lot, rather than a tandem lot, with frontage on the alley to the east. The property is undeveloped and located within the boundaries of the 71B Corridor Master Plan area.

*Request:* The request is to rezone the subject property from RMF-24, Residential Multi-Family, 24 Units per Acre to UN, Urban Neighborhood with a bill of assurance limiting permitted uses to residential only.

*Public Comment:* Prior to the publication of the Planning Commission staff report, planning staff received a few inquiries about this rezoning but no comments in support or opposition to it. On the day of the meeting, staff received two emails from members of the public who stated their opposition to this rezoning. Their concerns included the potential for spot zoning, lack of clarity in development plans, compatibility with existing residential character, limited parking, and restricted access through an alley. One individual raised concerns about insufficient public notification, though staff confirmed that the notices provided by the applicant were substantially compliant with established requirements. At the Planning Commission hearing, that same resident reiterated her concerns about this request. Two other individuals, who are both Fayetteville-based design professionals, spoke at the meeting and expressed their support for this rezoning, stating that Urban Neighborhood allows for greater flexibility for residential development and aligns with the City's goals for housing and infill.

*Land Use Compatibility:* Staff finds the applicant's request to rezone the property to UN, Urban Neighborhood

to be largely compatible with the surrounding mix of residential and non-residential uses. The subject property is located within a residential area, directly adjacent to commercial uses and the 71B Corridor. To ensure the property remains residential in character, the applicant has offered a bill of assurance that would limit permitted uses to residential only. A rezoning to UN would allow for increased residential development near downtown Fayetteville, which would align with the City's broader goals for infill development. Like the existing RMF-24 zoning, UN requires pedestrian-oriented development through a 0 to 25-foot build-to zone. In contrast to the existing zoning which allows building heights of up to five stories, UN would only allow building heights of up to three stories. UN would also allow for smaller lot sizes, reduced setbacks, and greater residential densities, all of which promote a greater diversity of housing options. While the surrounding neighborhood is primarily zoned RMF-24, a district that promotes moderate-density multi-family development, it is largely developed with low-density, single-family residences. A rezoning to UN could provide a more appropriate and compatible zoning designation that supports compact, infill development while enhancing compatibility with the surrounding neighborhood.

*Land Use Plan Analysis*: Staff finds the proposed zoning to be generally consistent with the City's future land use plans. The City Plan 2040 Future Land Use Map designates the property as Residential Neighborhood Area and it falls within the boundaries of the 71B Corridor Master Plan. Residential Neighborhood Areas are intended to remain primarily residential in nature while supporting a diverse range of housing types that are appropriate in scale and context. The 71B Corridor Master Plan further emphasizes that any redevelopment in existing single-family areas to the east and west of the corridor should prioritize scale sensitivity and neighborhood compatibility. In this case, a rezoning to UN would allow for smaller lot sizes and building forms that may be out of character with the surrounding single-family area. However, the proposed rezoning aligns with several of the goals stated in City Plan 2040, including Goal 1, which encourages appropriate infill development, and Goal 6, which aims to expand opportunities for attainable housing. While the proposed rezoning raises some concerns regarding immediate compatibility with the surrounding area, it generally supports the City's broader vision for sustainable growth, housing diversity, and infill development.

*City Plan 2040 Infill Matrix:* City Plan 2040's Infill Matrix indicates a score of **8** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 9, 2250 S. School Ave.)
- Near Water Main (6-inch main, adjacent alley)
- Near Sewer Main (6-inch main, adjacent alley)
- Near U of A Main Campus
- Near City Park (Walker Park)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (71B Corridor Plan)

**DISCUSSION:**

At the June 23, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a vote of 8-0-0. A motion to amend that motion to remove the offered bill of assurance was made by Commissioner Werner and seconded by Commissioner McGetrick, though it failed by a vote of 4-4-0. Three members of the public spoke at the meeting. One, who also provided comments via email, reiterated her concerns about this rezoning request at the meeting. The two other individuals, who are both Fayetteville-based design professionals, expressed their support for this rezoning and that Urban Neighborhood allows for greater flexibility for residential development and aligns with the City's goals for housing and infill.

**BUDGET/STAFF IMPACT:**
N/A

**ATTACHMENTS:** 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Exhibit C - Bill of Assurance, 7. Planning Commission Staff Report

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

**File #:** 2025-1060

**AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-21 FOR APPROXIMATELY 0.12 ACRES LOCATED EAST OF 1228 SOUTH WEST AVENUE IN WARD 1 FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO UN, URBAN NEIGHBORHOOD, SUBJECT TO A BILL OF ASSURANCE**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-24, Residential Multi-Family, 24 Units Per Acre to UN, Urban Neighborhood, subject to the attached Bill of Assurance (Exhibit C).

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**

**2025-1060**

**Item ID**

**7/15/2025**

**City Council Meeting Date - Agenda Item Only**

**N/A for Non-Agenda Item**

| Jonathan Curth | 6/27/2025 | DEVELOPMENT REVIEW (630) |
|---|---|---|
| **Submitted By** | **Submitted Date** | **Division / Department** |

## Action Recommendation:

REZONING-2025-0021: Rezoning (EAST OF 1228 S. WEST AVE./BATES-SIEMEK, 562): Submitted by WESLEY BATES for property located EAST OF 1228 S. WEST AVE. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.12 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

## Budget Impact:

| | | | | |
|---|---|---|---|---|
| Account Number | | | Fund | |
| Project Number | | | Project Title | |
| **Budgeted Item?** | No | Total Amended Budget | $ | - |
| | | Expenses (Actual+Encum) | $ | - |
| | | Available Budget | $ | - |
| **Does item have a direct cost?** | No | Item Cost | $ | - |
| **Is a Budget Adjustment attached?** | No | Budget Adjustment | $ | - |
| | | Remaining Budget | $ | - |

*V20221130*

**Purchase Order Number:**

**Previous Ordinance or Resolution #**

**Change Order Number:**

**Approval Date:**

**Original Contract Number:**

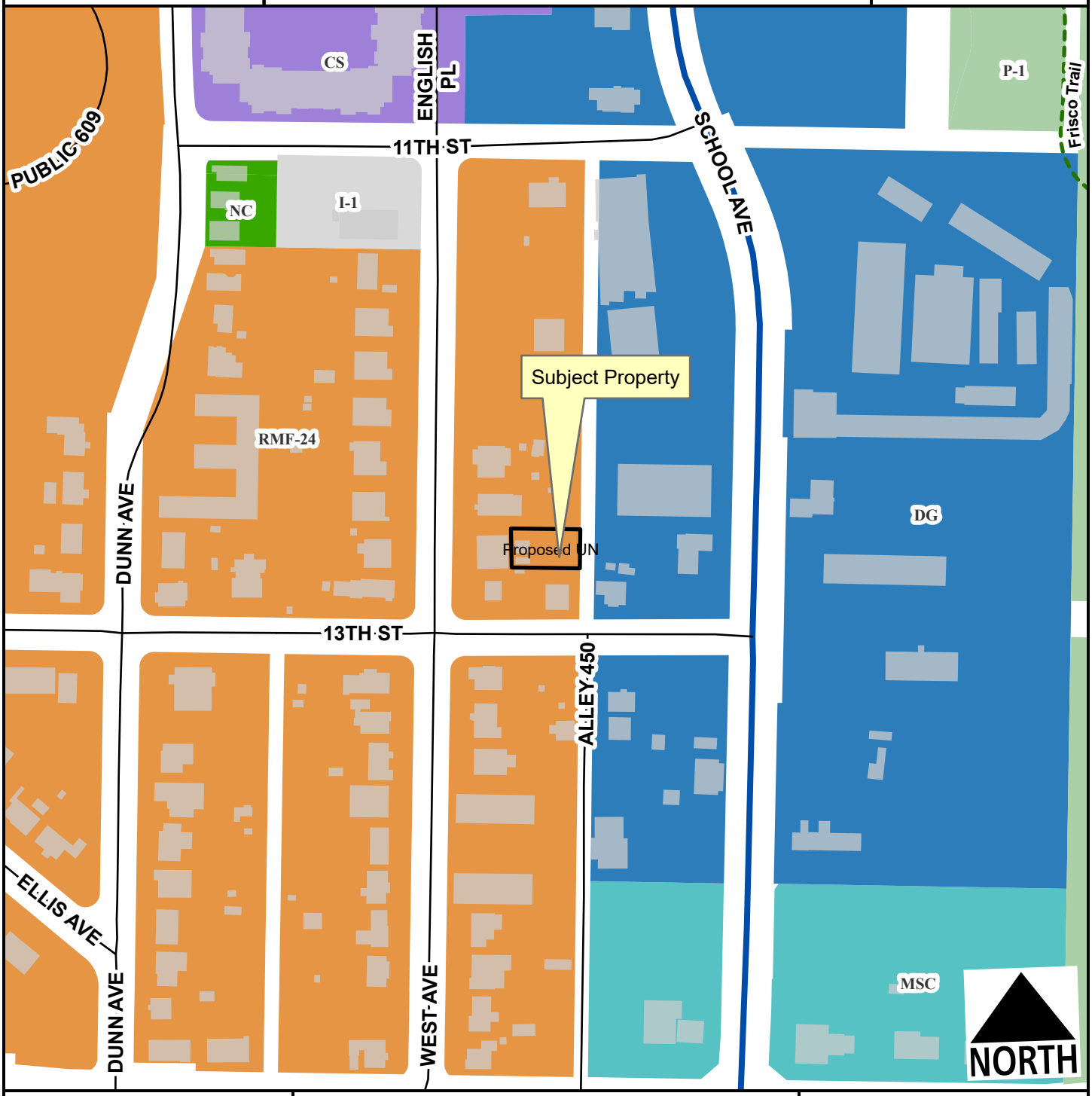
**Comments:**

RZN-2025-0021

*Close Up View*

# EAST OF 1228 S. WEST AVE

**RZN-2025-0021**
**EXHIBIT 'A'**




- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

| Zone | Current | Proposed |
|---|---|---|
| RMF-24 | 0.1 | 0.0 |
| UN | 0.0 | 0.1 |

**Total 0.1 ac**

**RZN-2025-0021**
**EXHIBIT 'B'**

Legal Description:

Part of Lot 9, Block 1, Wilson–Dunn Addition to the City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Commencing at a set rebar with cap marking the Northwest Corner of Lot 9. Thence along the North line of said Lot 9, South 87 degrees 15 minutes 21 seconds East, 80.91 feet to a set rebar with cap and the Point of Beginning. Thence continue along the North line of said Lot 9, South 87 degrees 15 minutes 21 seconds East, 95.72 feet to a set rebar with cap marking the Northeast Corner of said Lot 9. Thence along the East line of said Lot 9, South 02 degrees 31 minutes 13 seconds West, 53.95 feet to a set rebar with cap. Thence leaving said East line, North 87 degrees 10 minutes 18 seconds West, 94.23 feet to a set rebar with cap. Thence North 00 degrees 56 minutes 01 seconds East, 53.84 feet to the Point of Beginning, containing 0.12 acres and subject to any Easements of Record.

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Also having rights to an Access and Maintenance Easement being part of Lot 9, Block 1, Wilson–Dunn Addition to the City of Fayetteville, Washington County, Arkansas being more particularly described as follows:

Beginning at a set rebar with cap marking the Southeast Corner of said Lot 9. Thence along the South line of said Lot 9, North 87 degrees 10 minutes 18 seconds West, 93.95 feet. Thence leaving said South line, North 00 degrees 56 minutes 01 seconds West, 10.01 feet to a set rebar with cap. Thence South 87 degrees 10 minutes 18 seconds East, 94.23 feet to a set rebar with cap on the East line of Lot 9. Thence along the East line of said Lot 9, South 02 degrees 31 minutes 13 seconds West, 10.01 feet to the Point of Beginning.

Exhibit C

# BILL OF ASSURANCE
## FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") _____Wesley Bates_____, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

**The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance** in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

**Petitioner hereby voluntarily offers assurances** that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to _____ _____residential uses_____ _____.

2. Other restrictions including number and type of structures upon the property are limited to _____ _____.

3. Specific activities will not be allowed upon petitioner's property include _____ _____.

4. (Any other terms or conditions) _____ _____.

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

**IN WITNESS WHEREOF** and in agreement with all the terms and conditions stated above, I, Wesley Bates, as the owner, developer, buyer, (Petitioner) **voluntarily offer** all such assurances and sign my name below.

6-9-25
Date

Konrad Siemek, Wesley Bates, Maya Bates
Printed Name

1022 S Bechelor Ave Fayetteville, AR 72761
Address

Title (if on behalf of business entity)

Signature

**NOTARY OATH**

**STATE OF ARKANSAS** } ARKANSAS
**COUNTY OF WASHINGTON** } PULASKI

On this, the 9th day of JUNE, 2025, before me, the undersigned notary, personally appeared WESLEY BATES, MAYA BATES, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon his/her/their oath, swore or affirmed that he/she/they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the same for the purposes therein contained. ~~KONRAD SIEMEK~~

**NOTARY PUBLIC** EMILY FRANCES TILBURY

My Commission Expires:

07-02-2034

EMILY FRANCES TILBURY
Notary Public-Arkansas
Pulaski County
My Commission Expires 07-02-2034
Commission # 00002530

CITY OF FAYETTEVILLE ARKANSAS

# PLANNING COMMISSION MEMO

**TO:** Fayetteville Planning Commission

**FROM:** Gretchen Harrison, Senior Planner

**MEETING DATE:** June 23, 2025 (updated with results)

**SUBJECT:** **RZN-2025-0021: Rezoning (EAST OF 1228 S. WEST AVE./BATES-SIEMEK, 562):** Submitted by WESLEY BATES for property located EAST OF 1228 S. WEST AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.12 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

---

**RECOMMENDATION:**
Staff recommends forwarding **RZN-2025-0021** to the City Council with a recommendation of approval.

**RECOMMENDED MOTION:**
*"I move to forward **RZN-2025-0021** to the City Council with a recommendation of approval."*

**BACKGROUND:**
The subject property is comprised of one parcel totaling 0.12 aces which was recently created as part of a lot split (LSP-2025-0003). The property was established as a tandem lot and is located behind a lot that has street frontage along West Avenue just north of 13th Street. Based on recent revisions to the City's lot frontage requirements which were approved by City Council (Ordinance No. 6869), the subject property may be considered a conforming lot, rather than a tandem lot, with frontage on the alley to the east. The property is undeveloped and located within the boundaries of the 71B Corridor Master Plan area. Surrounding land uses and zoning are depicted below in *Table 1*.

**Table 1:**
**Surrounding Land Uses and Zoning**

| Direction | Land Use | Zoning |
|---|---|---|
| North | Single-Family Residential | RMF-24, Residential Multi-Family, 24 Units per Acre |
| South | Single-Family Residential | RMF-24, Residential Multi-Family, 24 Units per Acre |
| East | Auto Repair Store | DG, Downtown General |
| West | Single-Family Residential | RMF-24, Residential Multi-Family, 24 Units per Acre |

*Request:* The request is to rezone the subject property from RMF-24, Residential Multi-Family, 24 Units per Acre to UN, Urban Neighborhood with a bill of assurance limiting permitted uses to residential only.

*Public Comment:* Staff has received some inquiries about this request but no comments in direct support or opposition to it.

**INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:**

**Streets:** The subject property has no frontage on a public street, though it does have frontage on a partially improved alley to the east. Any street improvements required in this area would be determined at the time of development proposal.

**Water:** Public water is available to the subject property. There is an existing six-inch water main present along the alley to the east of the property.

**Sewer:** Sanitary sewer is available to the subject property. There is an existing six-inch sewer main present along the alley to the east of the property. There are known wet weather capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 525 linear feet downstream of this property.

**Drainage:** No portion of the property lies within a FEMA floodplain or the Hillside/Hilltop Overlay District and no hydric soils or protected streams are present on site. Any additional improvements or requirements for drainage will be determined at the time of development review.

**Fire:** Station 9, located at 2250 S. School Ave., protects this site. The property is located approximately 0.8 miles from the fire station with an anticipated drive time of approximately two minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

**Police:** The Police Department did not comment on this request.

**Tree Preservation:**

The proposed zoning district, UN, Urban Neighborhood, requires **15% minimum canopy preservation**. The current zoning district, RMF-24, Residential Multi-Family, 24 Units per Acre, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood 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.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **8** for this site with a weighted score of **9.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 9, 2250 S. School Ave.)
- Near Water Main (6-inch main, adjacent alley)
- Near Sewer Main (6-inch main, adjacent alley)

- Near U of A Main Campus
- Near City Park (Walker Park)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (71B Corridor 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 applicant's request to rezone the property to UN, Urban Neighborhood to be largely compatible with the surrounding mix of residential and non-residential uses. The subject property is located within a residential area, directly adjacent to commercial uses and the 71B Corridor. To ensure the property remains residential in character, the applicant has offered a bill of assurance that would limit permitted uses to residential only. A rezoning to UN would allow for increased residential development near downtown Fayetteville, which would align with the City's broader goals for infill development. Like the existing RMF-24 zoning, UN requires pedestrian-oriented development through a 0 to 25-foot build-to zone. In contrast to the existing zoning which allows building heights of up to five stories, UN would only allow building heights of up to three stories. UN would also allow for smaller lot sizes, reduced setbacks, and greater residential densities, all of which promote a greater diversity of housing options. While the surrounding neighborhood is primarily zoned RMF-24, a district that promotes moderate-density multi-family development, it is largely developed with low-density, single-family residences. A rezoning to UN could provide a more appropriate and compatible zoning designation that supports compact, infill development while enhancing combability with the surrounding neighborhood.**

***Land Use Plan Analysis:*** **Staff finds the proposed zoning to be generally consistent with the City's future land use plans. The City Plan 2040 Future Land Use Map designates the property as Residential Neighborhood Area and it falls within the boundaries of the 71B Corridor Master Plan. Residential Neighborhood Areas are intended to remain primarily residential in nature while supporting a diverse range of housing types that are appropriate in scale and context. The 71B Corridor Master Plan further emphasizes that any redevelopment in existing single-family areas to the east and west of the corridor should prioritize scale sensitivity and neighborhood compatibility. In this case, a rezoning to UN would allow for smaller lot sizes and building forms that may be out of character with the surrounding single-family area. However, the proposed rezoning aligns with several of the goals stated in City Plan 2040, including Goal 1, which encourages appropriate infill development, and Goal 6, which aims to expand opportunities for attainable housing. While the proposed rezoning raises some concerns regarding immediate compatibility with the surrounding area, it generally supports the City's broader vision for sustainable growth, housing diversity, and infill development.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** **The applicant has stated that they have requested this rezoning to accommodate a small, planned residential development, since the UN zoning district offers more flexible lot width and setback requirements and would allow them to further subdivide the property into three lots. Staff finds that the applicant's request is justified since it would allow for an increase in housing supply and diversity in close proximity to downtown Fayetteville where services, amenities, and employment opportunities are most densely concentrated.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** **Staff finds that rezoning the property to UN is not likely to create or appreciable increase traffic danger or congestion since the subject property is relatively small and many of the zoning regulations tied to that district are similar to those associated with RMF-24 zoning. Any street or alley improvements required in the area would be determined at the time of development proposal.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** **Rezoning the property from RMF-24 to UN has the potential to alter the population density when considering that UN has no set density limitation. However, given the presence of existing public infrastructure and the property's location near downtown Fayetteville, staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. However, there are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 525 linear feet downstream of this property. Any street improvements required in this area would be determined at the time of development proposal. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

**Finding:** **N/A**

**RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0021 to the City Council with a recommendation of approval.**

| PLANNING COMMISSION ACTION: | Required YES | | |
|---|---|---|---|
| **Date:** June 23, 2025 | ❒ Tabled | ☒ Forwarded with a recommendation of approval | ❒ Denied |
| **Motion:** Castin | | | |
| **Second:** Brink | | | Motion #2 (failed): **Amend the motion to remove the bill of assurance** Werner McGetrick 4-4-0 |
| **Vote:** 8-0-0 | | | |

**BUDGET/STAFF IMPACT:**
None

**ATTACHMENTS:**

- Unified Development Code
  - §161.16 District RMF-24, Residential Multi-Family – Twenty-Four (24) Units Per Acre
  - §161.37 Urban Neighborhood
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter
- Bill of Assurance
- Public Comment Received After Planning Commission Hearing

## 161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(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 26 | Multi-family dwellings |
| Unit 41 | Accessory dwellings |
| Unit 44 | Cluster Housing Development |
| Unit 46 | Short-term rentals |

(2) *Conditional Uses.*

| | |
|---|---|
| Unit 2 | City-wide uses by conditional use permit |
| Unit 3 | Public protection and utility facilities |
| Unit 4 | Cultural and recreational facilities |
| Unit 5 | Government facilities |
| Unit 11 | Manufactured home park |
| Unit 12a | Limited business |
| Unit 24 | Home occupations |
| Unit 25 | Professional offices |
| Unit 36 | Wireless communications facilities |

(C) *Density*.

| | |
|---|---|
| Units per acre | 24 or less |

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

| | |
|---|---|
| Manufactured home park | 100 feet |
| Lot within a Manufactured home park | 50 feet |
| Single-family | 35 feet |
| Two (2) family | 35 feet |
| Three (3) family or more | 70 feet |
| Professional offices | 100 feet |

(2) *Lot Area Minimum.*

| | |
|---|---|
| Manufactured home park | 3 acres |
| Lot within a mobile home park | 4,200 square feet |
| Townhouses: Individual lot | 2,000 square feet |
| Single-family | 3,000 square feet |
| Two (2) family | 4,000 square feet |
| Three (3) family or more | 7,000 square feet |
| Fraternity or Sorority | 2 acres |
| Professional offices | 1 acres |

(3) *Land Area Per Dwelling Unit*.

| | |
|---|---|
| Manufactured Home | 3,000 square feet |

(E) *Setback Requirements.*

| Front | Side Other Uses | Side Single & Two (2) Family | Rear Other Uses | Rear Single Family |
|---|---|---|---|---|
| A build-to zone that is located between the front property line and a line 25 feet from the front property line. | 8 feet | 5 feet | 20 feet | 5 feet |

(F) *Building Height Regulations.*

| Building Height Maximum | 2 stories/3 stories/5 stories* |
|---|---|

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

## 161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

| | |
|---|---|
| Unit 1 | City-wide uses by right |
| Unit 4 | Cultural and recreational facilities |
| Unit 8 | Single-family dwellings |
| Unit 9 | Two-family dwellings |
| Unit 10 | Three (3) and four (4) family dwellings |
| Unit 12b | General business |
| Unit 13 | Eating places |
| Unit 24 | Home occupations |
| Unit 25 | Offices, studios, and related services |
| Unit 26 | Multi-family dwellings |
| Unit 40 | Sidewalk cafes |
| Unit 41 | Accessory dwelling units |
| Unit 44 | Cluster housing development |
| Unit 46 | Short-term rentals |

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

| | |
|---|---|
| Unit 2 | City-wide uses by conditional use permit |
| Unit 3 | Public protection and utility facilities |
| Unit 5 | Government facilities |
| Unit 14 | Hotel, motel and amusement services |
| Unit 15 | Neighborhood shopping goods |
| Unit 36 | Wireless communication facilities |
| Unit 45 | Small scale production |

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

| | |
|---|---|
| All dwellings | 12 feet |
| All other uses | None |

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

| | |
|---|---|
| Front | A build-to zone that is located between the front property line and a line 25 feet from the front property line. |
| Side | None |
| Rear | 5 feet |
| Rear, from center line of an alley | 12 feet |

(F) *Building Height Regulations.*

| | |
|---|---|
| Building Height Maximum | 3 stories |

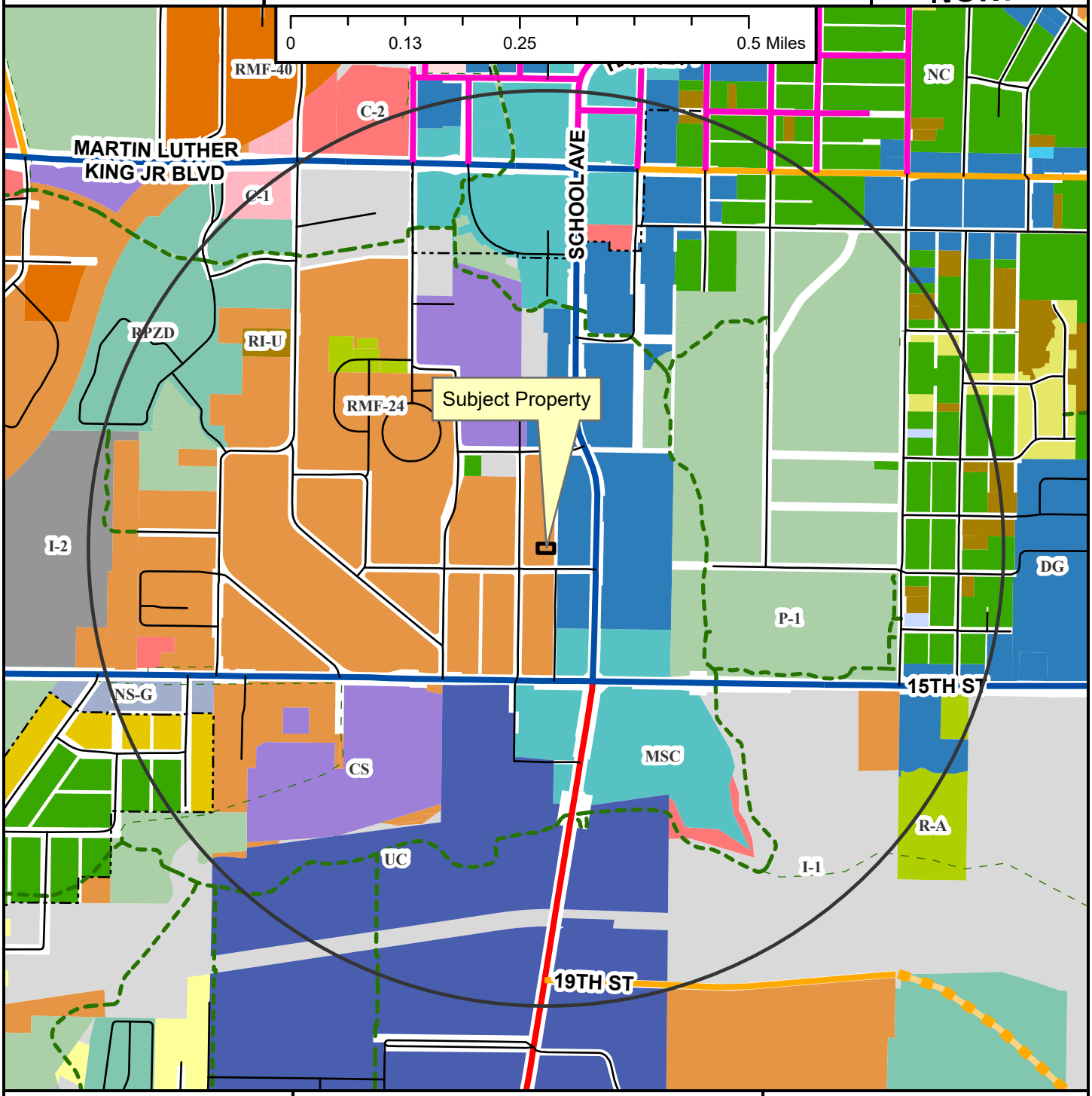
(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

RZN-2025-0021

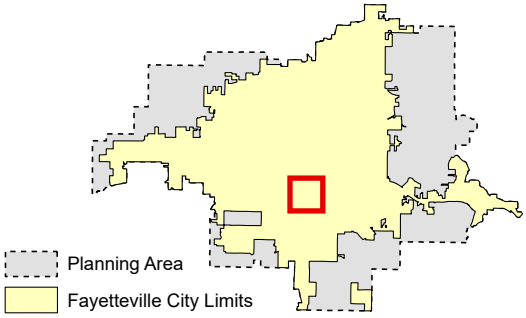
*One Mile View*

# EAST OF 1228 S. WEST AVE

NORTH



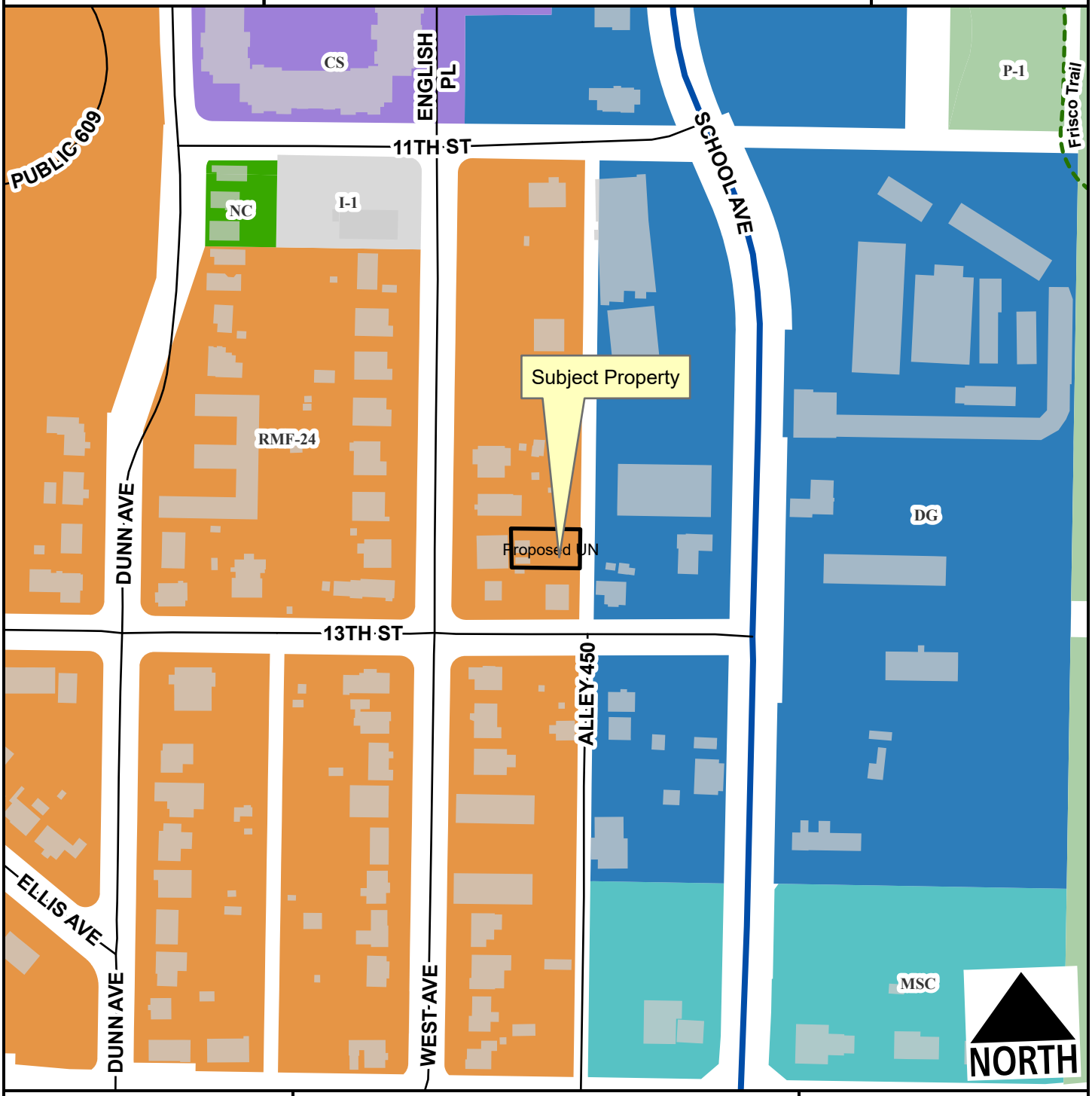

- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



RZN-2025-0021

*Close Up View*

# EAST OF 1228 S. WEST AVE




- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

| Zone | Current | Proposed |
|---|---|---|
| RMF-24 | 0.1 | 0.0 |
| UN | 0.0 | 0.1 |

**Total 0.1 ac**

RZN-2025-0021

*Current Land Use*

# EAST OF 1228 S. WEST AVE

NORTH

- Regional Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

**FEMA Flood Hazard Data**

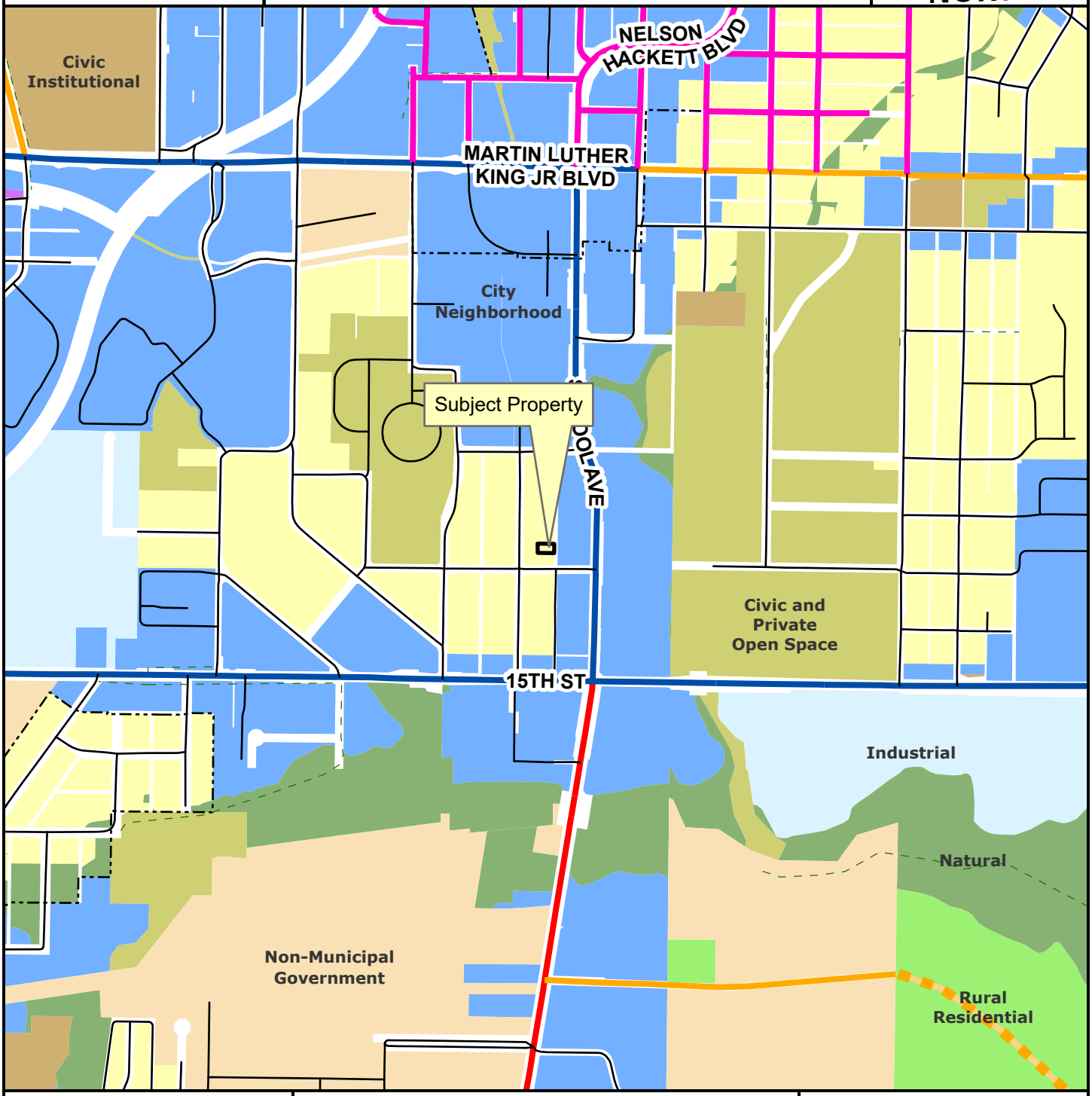
- 100-Year Floodplain
- Floodway

RZN-2025-0021

*Future Land Use*

# EAST OF 1228 S. WEST AVE

NORTH




- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

**City of Fayetteville Planning Commission & City Council**
113 W Mountain Street
Fayetteville, AR 72701

**RE: Rezoning Request for Lot Behind 1228 S. West Avenue from RMF-24 to Urban Neighborhood (UN)**

Dear Planning Commissioners and Council Members,

I am requesting the rezoning of the lot located directly behind **1228 S. West Avenue** from **RMF-24** to **Urban Neighborhood (UN)**.

We plan to build **one home and two accessory dwelling units (ADUs)** on the site. While this can be built under the current zoning, the UN district would allow each unit to be placed on its own lot and sold **fee simple**, eliminating the need for a Horizontal Property Regime (HPR). This would reduce cost and complexity while supporting long-term affordability and simpler ownership structures.

---

**Statement of Compatibility**

The proposed rezoning is compatible with the surrounding neighborhood, which includes a mix of single-family homes, duplexes, and small-scale multi-family housing. There is also **commercial zoning and active businesses directly across the alley and further down the block**, which adds to the area's mixed-use character. The Urban Neighborhood district better reflects this context and supports Fayetteville's goals for diverse, walkable, and sustainable infill housing. Our plan remains low in scale and intensity and aligns well with the existing pattern of development.

---

Thank you for your time and consideration.

Sincerely,

Wes Bates

# BILL OF ASSURANCE
## FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") _____Wesley Bates_____, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

**The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance** in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

**Petitioner hereby voluntarily offers assurances** that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to _____

_____residential uses_____

_____.

2. Other restrictions including number and type of structures upon the property are limited to _____

_____.

3. Specific activities will not be allowed upon petitioner's property include

_____

_____.

4. (Any other terms or conditions) _____

_____.

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

**IN WITNESS WHEREOF** and in agreement with all the terms and conditions stated above, I, Wesley Bates, as the owner, developer, buyer, (Petitioner) **voluntarily offer** all such assurances and sign my name below.

6-9-25
Date

Konrad Siemek, Wesley Bates, Maya Bates
Printed Name

1022 S Beckham Ave Fayetteville, AR 72761
Address

Title (if on behalf of business entity)

Signature

**NOTARY OATH**

**STATE OF ARKANSAS** } ARKANSAS
**COUNTY OF WASHINGTON** } PULASKI

On this, the 9th day of JUNE, 2025, before me, the undersigned notary, personally appeared WESLEY BATES, MAYA BATES, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon his/her/their oath, swore or affirmed that he/she/they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the same for the purposes therein contained. ~~KONRAD SIEMEK~~

**NOTARY PUBLIC** EMILY FRANCES TILBURY

My Commission Expires:

07-02-2034

EMILY FRANCES TILBURY
Notary Public-Arkansas
Pulaski County
My Commission Expires 07-02-2034
Commission # 00002530

Outlook

## FW: RZN-2025-0021

**From** Planning Shared <planning@fayetteville-ar.gov>
**Date** Mon 6/23/2025 1:57 PM
**To** Harrison, Gretchen <gharrison@fayetteville-ar.gov>

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

CITY OF FAYETTEVILLE ARKANSAS

**From:** KTK <kathykisida@gmail.com>
**Sent:** Monday, June 23, 2025 12:22 PM
**To:** Planning Shared <planning@fayetteville-ar.gov>
**Subject:** RZN-2025-0021

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

Dear Planning Commissioners,

RZN-2025-0021, 1228 S West Ave.
I live across the street from this proposal at 1227 S West Ave.
I have lived in this neighborhood for over 20 years and know all the streets and the charm of each part of this neighborhood. It's quiet with wonderful neighbors and friends.

**I find the proposal vague in details and does not give any indication as to what will be built, except as residential use.
There is a bill of assurance, however, "unless and until specifically released by resolution of the Fayetteville city council".
I'd like to add there is no assurance that after rezoning the property, the developers could result in selling the newly zoned lot and could potentially turn around and sell it immediately or in the near future for any unknown reasons that

might arise, such as financial burden, etc. The new owners could then ask the city council to release by resolution.

**This is a Spot zoning request, as it is directly incompatible with the rest of the neighborhood. It does not fit into the residential character of the existing neighborhood. There is a 16 apt complex down the street but it utilizes the current RMF-24 zoning. I think this would be a better fit and limit it to one house and one ADU. The owner should be required to add 2 parking spaces for an adu in addition to the 2 spaces required for the house. The developer originally stated they would build 2 units on the lot. Currently the plan is for three houses divided into three separate parcels. This will limit parking spaces. They will have to utilize on-street parking on 13th St., currently there is a single-family home there.
Are there any examples in South Fayetteville currently using the UN zoning for comparison?

**This property is less than a mile from the Fire station, so that is not a problem, except the alley will be the main access used by emergency services. I have concerns as the 20 foot alley has to be kept clear from illegal parking. It's a gravel alley and rarely used. there is no doubt in my mind that Illegal parking will happen by visitors/owner/tenants, I have seen this happen on the next block to the south by a businesses on S. School Ave.

** Before the zoning change, I would like to request an emergency report by Fire, police and ambulance services to ensure services will not be impeded to this property by the use of the alley. I think it's important that they are consulted as to what the procedure is if the alley is blocked. I'd like to know if emergency services have already signed off on this.
**I would like more clarification on the setbacks for Urban Neighborhood zoning. I'm still struggling to understand the setbacks, especially since it will be split into three lots. I see what it says, but don't understand what it mean for each individual lot:
Front– A build-to zone that is located between the front property line and a line 25 feet from the front property line. ??
Side– 0 Feet ??
Rear– 5 feet ??
Rear– from the centerline of an alley, 12 feet

**I would also ask that this item be tabled partly because of an error in lack of public notification. And partly for gathering more information by the neighbors and the developer to inform us, as outlined above.
When I saw the agenda packet on June 18 I realized that the developer had not sent me a letter. I knew I was supposed to get a letter but I didn't know the protocol as to when. I think it was a clerical error, but would like more time to have my concerns addressed.

I have talked to five neighbors and four neighbors did not receive letters until June 20th. I had asked Wes Bates about it and he was very unprofessional and extremely rude in his response. I then asked him to send me a letter.
*Also, the sign was placed in the alley where neighbors cannot see it. Maybe since homes can now face an alley there should be an update made to requirements about posting signs.
The four addresses that did not receive letters are 1207 S West, 1210 S West, 1227 S West and 424 W 13TH ST. That includes me.

Thank you for your time, I plan on being at the meeting tonight.

Kathy Kisida
1227 S West Ave

Outlook

## FW: RZN-2025-0021, 1228 S West Ave.

**From** Planning Shared <planning@fayetteville-ar.gov>
**Date** Tue 6/24/2025 8:33 AM
**To** Harrison, Gretchen <gharrison@fayetteville-ar.gov>

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

CITY OF FAYETTEVILLE ARKANSAS

**From:** Buddy James <4playhobbies@gmail.com>
**Sent:** Monday, June 23, 2025 2:26 PM
**To:** Planning Shared <planning@fayetteville-ar.gov>
**Subject:** RZN-2025-0021, 1228 S West Ave.

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.

My name is James Keilbarth of 424 W 13th Street in Fayetteville , I've lived in this neighborhood for 12 years and would like to start by saying I'm very much for the new housing that's being proposed by Wes and Konrad with the exception of the "Spot Zoning" that's being presented. I've spoken with most of the neighbors and feel like it would not be beneficial to surrounding property owners due to the vague nature of UN rules and regulations. My property is the adjacent lot to the south of 1228 so the impact will be hitting close to home for me. My major concern is what the future owners of the properties will do and not so much what Wes and Konrads plan is to be clear. We are already zoned RMF-24 which is more than adequate to accommodate new infrastructure in our area. The alley in which you access the property is primarily used for emergency and foot traffic with little wiggle room. A gentleman built 16 condos on the property south of me without a rezone with no issues at all. I understand that the UN zoning will provide a larger monetary value for the property owners and I can't fault them for that, but I feel it's an overreach going as far as to rezone a 0.12 acre lot for the presented purpose. For that reason alone I am opposing the UN zoning and look forward to introducing new people to my neighborhood! Thank you for your time and understanding. sincerely , James K

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

**File #:** 2025-1184

**AN ORDINANCE TO AMEND § 167.04 TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT TO PROVIDE THE CITY COUNCIL INCREASED POTENTIAL REQUIREMENTS WHEN AN APPLICANT SEEKS TO VACATE A TREE PRESERVATION EASEMENT AND TO DECLARE AN EMERGENCY**

**WHEREAS**, Fayetteville maintains an identity and culture related to its tree preservation, canopy cover, and policy development related to protecting trees and natural areas; and

**WHEREAS**, trees provide ecological benefits that are both economic and aesthetic, including increasing the natural beauty of our area, providing wildlife habitat, providing mental health benefits, providing cooling effects, reducing carbon, reducing stormwater runoff and flooding, reducing erosion, increasing property values, and more; and

**WHEREAS**, the City of Fayetteville City Council has enacted Chapter 167 **Tree Preservation and Protection** consisting of tree protection measures and preservation options including tree preservation easements and other mitigation measures; and

**WHEREAS**, the Urban Forestry Advisory Board is comprised of citizens with knowledge of our community cultural values as well as technical expertise and are empowered to make recommendations to the Planning Commission and City Council; and

**WHEREAS**, any vacation of some or all of the tree preservation easement should only be authorized by the City Council if the applicant has offered to the City an establishment of a new, replacement tree easement of greater canopy size and/or improved canopy health and ecological benefit to our community; and

**WHEREAS**, the City Council should be able to require a replacement tree preservation easement be established by the applicant of greater size, improved canopy health and ecological value, and other mitigation measures such as removal of invasive species from the proposed new replacement tree easement and the planting of additional trees within the easement.

**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 § 167.04 (L)(2) by repealing it in its entirety and enacting a replacement 167.04 (L)(2) as follows:

"167.04 (L)(2)

The geographical extent and location of a tree preservation easement, once recorded, may only be vacated in whole or in part with the express approval of the City Council. Applicants requesting such vacation of an existing tree preservation easement shall bear the burden of proving to the City Council's satisfaction that such vacation is in the best interests of the City of Fayetteville and its residents and businesses. The application for vacation of a tree preservation easement shall be submitted to the urban forester who should present the request and the urban forester's recommendations to the Urban Forestry Advisory Board for its review and recommendations prior to placing the vacation request on the City Council Agenda. The City Council may require that vacation of some or all of a tree preservation easement shall be offset by the establishment of a new tree preservation easement of greater size and/or improved canopy health and ecological benefit to our community. The City may require that a proposed new tree preservation easement be improved by the owner by substantial removal of invasive species, planting of trees approved by the urban forester to improve the canopy within the proposed new tree preservation easement, and/or other mitigation measures."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this amended code section should become effective immediately upon its passage and approval so that replacement tree preservation easements can have improved canopy health and ecological value by the City Council's required removal of existing invasive plant species and/or tree plantings within the replacement tree preservation easement which would benefit the health and welfare of our citizens. Therefore, the City Council declares an emergency exists so that this ordinance shall become effective immediately upon its passage and approval.

CivicClerk No.: 2025-

# AGENDA REQUEST FORM

**FOR: Council Meeting of July 15, 2025**

**FROM: Council Member Teresa Turk**

**ORDINANCE OR RESOLUTION TITLE AND SUBJECT:**

AN ORDINANCE TO AMEND § 167.04 **TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT** TO PROVIDE THE CITY COUNCIL INCREASED POTENTIAL REQUIREMENTS WHEN AN APPLICANT SEEKS TO VACATE A TREE PRESERVATION EASEMENT AND TO DECLARE AN EMERGENCY

**APPROVED FOR AGENDA:**

Approved by email
**Council Member Teresa Turk** Date

**Kit Williams** July 8th, 2025
Approved as to form Date

**Mayor Molly Rawn** 7/8/25
Acknowledgement Date

**Williams, Kit**

**From:** Turk, Teresa
**Sent:** Tuesday, July 8, 2025 12:02 PM
**To:** Williams, Kit
**Cc:** Curth, Jonathan; Masters, Jessica; Pennington, Blake
**Subject:** Re: change in tree ordinance to give Council express rights to require invasive plant removal from proposed replacement tree easement

I'm fine with that change and we can discuss at CC next week if necessary.
Sent from my iPhone

On Jul 8, 2025, at 11:47 AM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

I agree with you, but I think the Council wanted this as a required step. I could certainly make a "should" if Teresa okayed such a change.

Kit Williams
Fayetteville City Attorney
479-575-8313

**From:** Curth, Jonathan <jcurth@fayetteville-ar.gov>
**Sent:** Tuesday, July 8, 2025 11:11 AM
**To:** Williams, Kit <kwilliams@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
**Cc:** Pennington, Blake <bpennington@fayetteville-ar.gov>
**Subject:** RE: change in tree ordinance to give Council express rights to require invasive plant removal from proposed replacement tree easement

All,

Thank you for the work to button this up and move it forward. Apologies that I was tied-up since 900a and not able to interject.

The main, potential addition I see is language to afford a councilmember or Mayor to bring forward a tree preservation easement vacation to Council without going to UFAB, similar to Council's ability to bring legislation forward rather than passing through an advisory group like the Planning Commission. This can acknowledge instances of urgency or if UFAB were to shift to quarterly meetings, repeatedly fail to make quorum, or otherwise be unable to promptly perform their advisory role. As written, UFAB "shall" be consulted.

Thanks again,

**Jonathan Curth, AICP**
Development Services Director
Development Services Department

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
**Jessie Masters**, Development Review Manager
**Willa Thomason**, Urban Forester

FROM: **Kit Williams**, City Attorney

DATE: **July 8, 2025**

RE: **Proposed revision of § 167.04 Tree Preservation and Protection During Development**

In order to clarify that the City Council would have authority to require an applicant for vacation of an existing tree preservation easement to remove invasive plant species from a proposed replacement tree preservation easement, § 167.04 (L) needed to be rewritten.

Council Member Teresa Turk requested me to rewrite that subsection to expressly authorize the City Council with the right to require removal of invasive plant species from a proposed replacement tree preservation easement. She has also included the power of the City Council to require any necessary tree plantings within the proposed tree easement to repair or improve the canopy's health as a condition of the City Council's approval of the vacation of the existing tree preservation easement.

An emergency clause is included so that this amendment, if passed, could apply to Ozark Electric's proposed vacation of its existing tree preservation easement and its proposed replacement tree preservation easement.

I want to thank Planning, especially Jessie Masters and Jonathan Curth, for their review of this proposed ordinance and their suggestions for its improvement which have been incorporated into this final proposal.

AN ORDINANCE TO AMEND § 167.04 **TREE PRESERVATION AND PROTECTION DURING DEVELOPMENT** TO PROVIDE THE CITY COUNCIL INCREASED POTENTIAL REQUIREMENTS WHEN AN APPLICANT SEEKS TO VACATE A TREE PRESERVATION EASEMENT AND TO DECLARE AN EMERGENCY

**WHEREAS**, Fayetteville maintains an identity and culture related to its tree preservation, canopy cover, and policy development related to protecting trees and natural areas; and

**WHEREAS**, trees provide ecological benefits that are both economic and aesthetic, including increasing the natural beauty of our area, providing wildlife habitat, providing mental health benefits, providing cooling effects, reducing carbon, reducing stormwater runoff and flooding, reducing erosion, increasing property values, and more; and

**WHEREAS**, the City of Fayetteville City Council has enacted Chapter 167 **Tree Preservation and Protection** consisting of tree protection measures and preservation options including tree preservation easements and other mitigation measures; and

**WHEREAS**, the Urban Forestry Advisory Board is comprised of citizens with knowledge of our community cultural values as well as technical expertise and are empowered to make recommendations to the Planning Commission and City Council; and

**WHEREAS**, any vacation of some or all of the tree preservation easement should only be authorized by the City Council if the applicant has offered to the City an establishment of a new, replacement tree easement of greater canopy size and/or improved canopy health and ecological benefit to our community; and

**WHEREAS**, the City Council should be able to require a replacement tree preservation easement be established by the applicant of greater size, improved canopy health and ecological value, and other mitigation measures such as removal of invasive species from the proposed new replacement tree easement and the planting of additional trees within the easement.

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"167.04 (L)(2)

The geographical extent and location of a tree preservation easement, once recorded, may only be vacated in whole or in part with the express approval of the City Council. Applicants requesting such vacation of an existing tree preservation easement shall bear the burden of proving to the City Council's satisfaction that such vacation is in the best interests of the City of Fayetteville and its residents and businesses. The application for vacation of a tree preservation easement shall be submitted to the urban forester who should present the request and the urban

forester's recommendations to the Urban Forestry Advisory Board for its review and recommendations prior to placing the vacation request on the City Council Agenda. The City Council may require that vacation of some or all of a tree preservation easement shall be offset by the establishment of a new tree preservation easement of greater size and/or improved canopy health and ecological benefit to our community. The City may require that a proposed new tree preservation easement be improved by the owner by substantial removal of invasive species, planting of trees approved by the urban forester to improve the canopy within the proposed new tree preservation easement, and/or other mitigation measures."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this amended code section should become effective immediately upon its passage and approval so that replacement tree preservation easements can have improved canopy health and ecological value by the City Council's required removal of existing invasive plant species and/or tree plantings within the replacement tree preservation easement which would benefit the health and welfare of our citizens. Therefore, the City Council declares an emergency exists so that this ordinance shall become effective immediately upon its passage and approval.

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1059

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

**FROM:** Jessica Masters, Planning Director

**SUBJECT:** **APPEAL: VAC-2025-0007: Vacation (7 S. UNIVERSITY AVE/THE HUB, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 7 S. UNIVERSITY AVE in Ward 2. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and DG, DOWNTOWN GENERAL and contains approximately 2.83 acres. The request is to vacate a portion of airspace above an existing platted alley right-of-way.**

---

**RECOMMENDATION:**
Staff recommend approval and Planning Commission recommend denial of VAC-2025-0007 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. The platted right-of-way shall be graded and/or prepared to accommodate potential for construction of a two-way alley.

2. An alternate method of construction (AMOC) must be submitted to the Building Official for review and approval for the allowance for residential units to encroach above the public right-of-way. Arkansas Fire Prevention Code Vol. II Section 104.11 specifies that the AMOC must show the design complies with the intent of the code. The AMOC shall also show the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to quality, strength, effectiveness, fire resistance, durability, and safety to allow the residential units to encroach above the public right-of-way. At a minimum, the structure over the right-of-way must be non-combustible construction and the height no less than 15’.

3. No private water or sewer services may be located within described vacation.

4. Prior to any telecom demolition in the area, all active services need to have been disconnected by the end user(s). Further, any existing copper service lines to existing structures are “grandfathered” in where they currently exist.

5. Any damage or relocation of existing facilities will be at the property owner/developer’s expense.

6. Vacation is only effective with a development on the property that uses the air rights within the next four years.

**BACKGROUND:**

The subject property is at the southwest corner of W. Center Street and S. University Avenue and is zoned RMF-40, Residential Multi-Family, 40 Units per Acre and DG, Downtown General. The property encompasses multiple parcels and sites, which are currently developed with an apartment complex that County records indicate was constructed in the 1960s, a multi-family structure that was built in the early 1900s (the Putman House), and another mid-century apartment complex on the northwest side of the site. No overlay districts govern the site, but it is immediately west of the Downtown Design Overlay District boundary, which currently terminates at S. University Avenue. There is an approximately 9.3% change in grade upward as the property moves south from W. Center Street. An associated rezoning request is also being considered on appeal by the City Council.

Request: The applicant proposes to vacate a portion of airspace above a platted alley right-of-way that begins at W. Center Street and terminates about halfway through the block. The airspace vacation would begin vertically 18 feet above the platted alley's finished grade and extending vertically 70 feet from the vertical starting point. The applicant intends to redevelop the site with a student-oriented, multi-family housing development.

**DISCUSSION:**
On the balance of considerations, staff recommends approval of the applicant's request to partially vacate the right-of-way. Staff originally recommended denial of a full vacation of the alley, finding it contrary to the City's goals of creating sites that are compact, complete, and connected. Staff finds that the applicant's updated proposal is more in line with those goals, as the right-of-way will still be maintained for potential future access. Additionally, there are proposed conditions of approval tied to this recommendation that will help ensure compliance with building and fire codes, as well as provide for the associated project not coming to fruition and any necessary utilities or access in the future, should it be required.

The item was tabled twice at the Planning Commission, first on March 24, 2025 and again on April 28, 2025, to allow the applicant time to explore an option to vacate only a portion of the airspace above the platted alley. At the May 27, 2025 Planning Commission meeting, this item failed after a motion to forward with a recommendation of approval was offered by Commissioner Werner and seconded by Commissioner Payne, with a vote of 3-4-0. Commissioners Garlock, Castin, Gulley, and Madden were opposed, citing concerns about the concentration of development in the area and lack of adequate infrastructure to support it, the loss of a smaller and more compatible, alley-loaded development form, and finding that the request was not in the best interest of Fayetteville and only served an individual developer's needs. Commissioners in favor found that the proposal allowed for an innovative development form reflective of larger urban areas, that only vacating the airspace worked with the City's future goals, and that the developer's altered proposal reflected an intent to listen to the public and respond. The motion to forward the vacation was also conditioned upon the approval of a development on the property within the next four years, and that condition has been added above for the Council's consideration.

Six members of the public spoke against the vacation and the associated rezoning request. Concerns centered around the scale of the proposed development, existing stormwater and drainage issues, overall building height in contrast to Evergreen cemetery to the north, traffic impacts on neighboring streets, lack of compatibility and consistency with City goals, and a general concern that these requests were not in the best interest of the existing residents or the City of Fayetteville.

**BUDGET/STAFF IMPACT:**
N/A

**ATTACHMENTS:** 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

**File #:** 2025-1059

**AN ORDINANCE TO APPROVE VAC-25-07 FOR PROPERTY LOCATED AT 7 SOUTH UNIVERSITY AVENUE IN WARD 2 TO VACATE A PORTION OF AIRSPACE ABOVE AN EXISTING PLATTED ALLEY 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 airspace above the existing platted alley 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 airspace above the existing platted alley right-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation shall not be effective until the following conditions have been satisfied:

1. The platted right-of-way shall be graded and/or prepared to accommodate the potential for construction of a two-way alley.
2. An alternate method of construction (AMOC) must be submitted to the Building Official for review and approval for the allowance for residential units to encroach above the public right-of-way. Arkansas Fire Prevention Code Vol. II Section 104.11 specifies that the AMOC must show the design complies with the intent of the code. The AMOC shall also show the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to quality, strength, effectiveness, fire resistance, durability, and safety to allow the residential units to encroach above the public right-of-way. At a minimum, the structure over the right-of-way must be non-combustible construction and the height no less than 15'.

Section 4: This vacation approval is subject to the following ongoing conditions:

3. No private water or sewer services may be located within the described vacation.
4. Prior to any telecommunications demolition in the area, all active services shall be disconnected by the end user. Any existing copper service lines to existing structures are allowed to remain in place.
5. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
6. This vacation is only effective with a development on the property that uses the air rights within four years of the effective date of this ordinance.

# WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILL A. KELLSTROM, P.A.
MICHELLE FENDLEY
CATELYN J. GIBBS
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER
LIZBETH CHAVEZ, SECRETARY


June 9, 2025

City Council of Fayetteville, Arkansas
Attn: Kara Paxton, City Clerk
cityclerk@fayetteville-ar.gov

*Also via email to*: bpennington@fayetteville-ar.gov
kwilliams@fayetteville-ar.gov
jmasters@fayetteville-ar.gov
jcurth@fayetteville-ar.gov

**Re: Appeal of RZN-2025-0011 and VAC-2025-0007**

Dear Ms. Paxton:

I represent CS Acquisition Vehicle, LLC ("Applicant") with respect to the planning applications known as "RZN-2025-0011," and "VAC-2025-0007." Please take this letter as the Applicant's appeal, pursuant to Fayetteville Code § 155, of the Planning Commission's denial of the aforementioned applications on May 27th, 2025.

As to RZN-2025-0011, the Planning Commission voted 2-5-0 to recommend approval of the application to City Council, and the item failed to pass. As to VAC-2025-0007, the Planning Commission voted 3-4-0, which also resulted in a failure.

The Applicant hereby appeals both decisions to the City Council, and contends that the Planning Commission was in error as follows:

(1) Failure to properly consider the findings of the Planning Staff;
(2) Failure to consider recent redevelopment in the area, and compatibility with the same;
(3) Failure to consider the Bill of Assurance submitted by the Applicant, as to the rezoning request; and
(4) Failure to follow the guidelines of City Plan 2040, which encourages dense, infill development.


1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479-636-2168
FX: 479-636-6098
WWW.WATKINSLAWOFFICE.COM



REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD-TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

Please do not hesitate to reach out if anything else is needed in order to properly submit this appeal.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

*/s/ Will A. Kellstrom*

Will A. Kellstrom

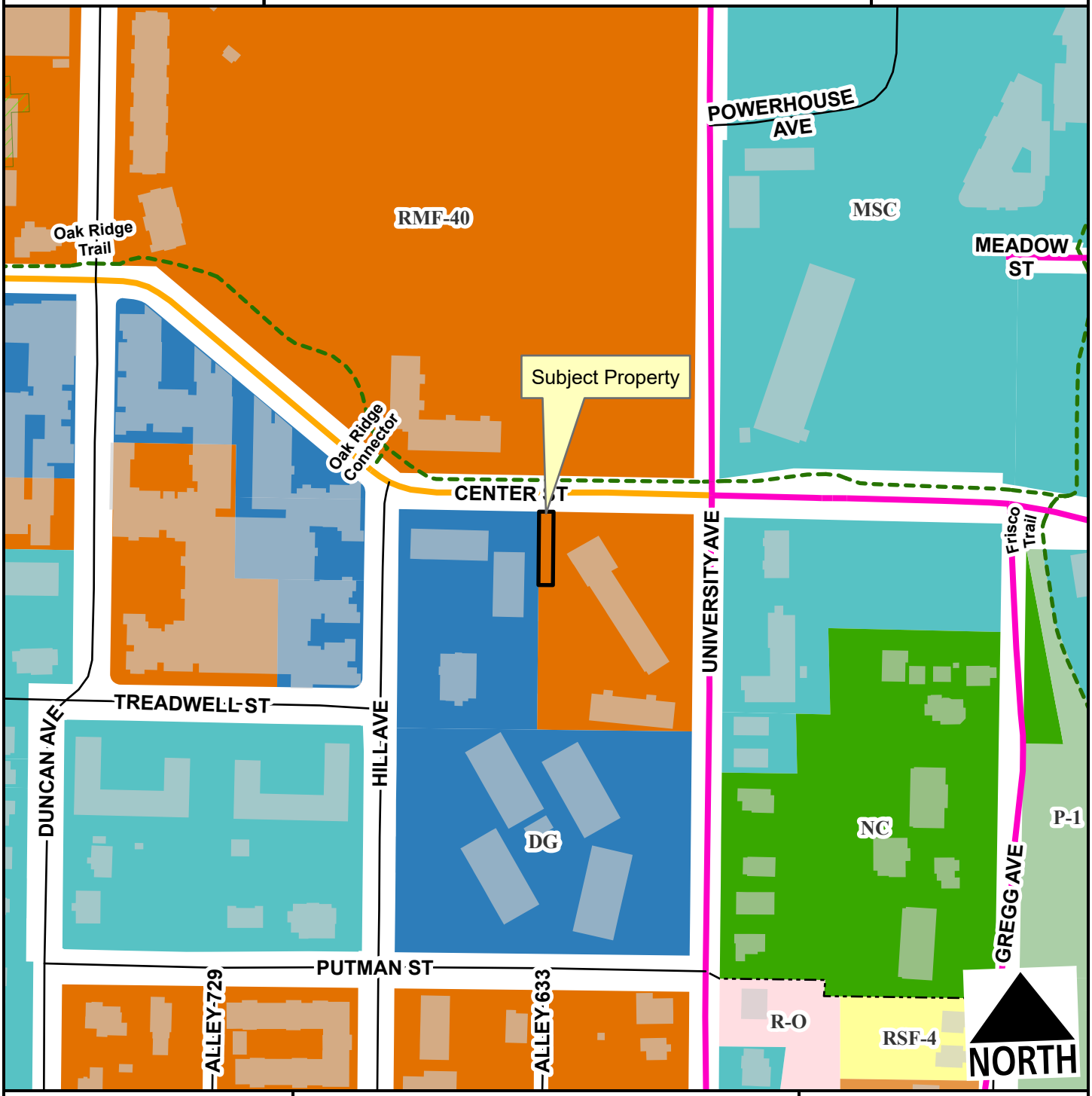
WK:

VAC-2025-0007

*Close Up View*

# 7 S. UNIVERSITY AVE

**EXHIBIT A**




- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District

Feet

0 75 150 300 450 600

1:2,400

# EXHIBIT B

Partial Alley Vacation (3-Dimensional Alley Vacation):

A portion of a 19.9' platted alley in Block 1 of Putman's Addition Plat 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, and being more particularly described as follows:

A 3-DIMENSIONAL ALLEY VACATION AREA, SAID AREA BEING 100 FEET DEEP (NORTH & SOUTH) BEGINNING AT THE NORTH PROPERTY LINE OF SAID BLOCK 1, AND EXTENDING SOUTH 100 FEET, AND SAID ALLEY VACATION BEING 19.9 FEET WIDE (EAST & WEST), BETWEEN SAID LOTS, AND SAID VERTICAL VACATION BEGINNING 18 FEET ABOVE THE PROPOSED FINISH GRADE OF 1332 FEET (NAVD 1988, GEOID09) AND EXTENDING VERTICALLY 70 FEET TO THE PROPOSED FINISH GRADE OF 1402 FEET (NAVD 1988, GEOID09), WITH THE PROPOSED 3-DIMENSIONAL VACATED ALLEY AREA ALSO BEING SHOWN ON THE ATTACHED EXHIBIT A & EXHIBIT B SHEETS. THE INTENT OF THE 3-DIMENSIONAL VACATION IS TO HAVE A PARTIAL ALLEY VACATION WHICH IS 19.9 FEET WIDE BY 100 FEET LONG AND STARTING VERTICALLY 18 FEET ABOVE THE PROJECT ALLEY FINISHED GRADE AND EXTENDING VERTICALLY 70 FEET FROM THE VERTICAL STARTING POINT.

CITY OF FAYETTEVILLE ARKANSAS

# PLANNING COMMISSION MEMO

**TO:** Fayetteville Planning Commission

**FROM:** Jessie Masters, Development Review Manager

**MEETING DATE:** May 27, 2025

**SUBJECT:** **VAC-2025-0007: Vacation (7 S. UNIVERSITY AVE/AWBG LLC, 522):** Submitted by MCCLELLAND CONSULTING ENGINEERS for property located at 7 S. UNIVERSITY AVE. The property is zoned RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE and DG, DOWNTOWN GENERAL and contains approximately 2.83 acres. The request is to vacate a portion of airspace above an existing platted alley right-of-way.

---

**RECOMMENDATION:**
Staff recommends forwarding **VAC-2025-0007** to the City Council with a recommendation of approval**.**

**RECOMMENDED MOTION:**
*"I move to forward **VAC-2025-0007** to the City Council with a recommendation of approval, with all conditions as outlined by staff."*

**MARCH 24, 2025 PLANNING COMMISSION MEETING**
Commissioners voted to table the item for one month to schedule a special meeting with the Planning Commissioners to discuss the applicant's overall project. A meeting was held on April 2, 2025, where the applicant presented a preliminary concept to build a multi-family, student-oriented housing project that would require both a rezoning and the ROW vacation to construct. The applicant also proposed an option that would span the structure over the existing ROW, rather than require a vacation. In the interim, the applicant submitted a concept plan for City staff to review, and comments on that proposal were issued at the April 16 Tech Plat review meeting. Subsequently, the applicant and City staff had a meeting to discuss the option of spanning the ROW on Monday, April 21, and a license to encroach agreement was under review by City staff. The applicant requested to table the vacation request to pursue the alternative option.

**APRIL 28, 2025 PLANNING COMMISSION MEETING**
On April 28, the applicant requested to be tabled for one month to continue to explore the airspace encroachment option. After conferring with the City's legal department, it was determined that the applicant's request was to be considered a partial vacation. In the interim, the applicant submitted updated signatures, legal description, and letter to describe the request. The utility responses, where received, have been updated to reflect the changes.

**BACKGROUND:**
The subject property is at the southwest corner of W. Center Street and S. University Avenue and is zoned RMF-40, Residential Multi-Family, 40 Units per Acre and DG, Downtown General. The property encompasses multiple parcels and sites, which are currently developed with an apartment complex that County records indicate was constructed in the 1960s, a multi-family structure that was built in the early 1900s (the Putman House), and another mid-century

apartment complex in the northwest side of the site. No overlay districts govern the site, but it is immediately west of the Downtown Design Overlay District boundary, which currently terminates at S. University Avenue. There is an approximately 9.3% change in grade upward as the property moves south from W. Center Street. Surrounding land uses and zoning are depicted in *Table 1.*

**Table 1:**
**Surrounding Land Use and Zoning**

| Direction | Land Use | Zoning |
|---|---|---|
| North | Cemetery/Multi-Family Residential | RMF-40, Residential Multi-Family, 40 Units per Acre |
| South | Multi-Family Residential | DG, Downtown General |
| East | Commercial | MSC, Main Street Center |
| West | Multi-Family Residential | DG, Downtown General |

*Proposal:* The applicant proposes to vacate a portion of airspace above a platted alley right-of-way that begins at W. Center Street and terminates about halfway through the block. The airspace vacation would begin vertically 18 feet above the project alley finished grade and extending vertically 70 feet from the vertical starting point. The applicant intends to redevelop the site with a student-oriented, multi-family housing development.

**DISCUSSION:**
On the balance of considerations, staff recommends approval of the applicant's request to partially vacate the right-of-way. Staff originally recommended denial of a full vacation of the alley, finding it to contrary to the City's goals of creating sites that are compact, complete, and connected. Staff finds that applicant's updated proposal is more in line with those goals, as the right-of-way will still be maintained for potential future access. There are a few conditions of approval tied to this recommendation that will help ensure compliance with building and fire codes, as well as provide for any necessary utilities or access in the future, should it be required. That said, an updated sign-off from the Water/Sewer Division was not yet provided, though the applicant has been in touch with that division. Staff recommends a condition of approval guaranteeing this information prior to placement on a City Council agenda.

*Vacation Approval*: The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with the following responses.

| Utility | Response |
|---|---|
| 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 and no comments. |
| Black Hills Energy | No objections and no comments. |
| AT&T | No objections, though notes that AT&T has existing services to the buildings at/in this area. Prior to any telecom demolition in the area, all active services need to have been disconnected by the end user(s). Further, any existing copper service lines to existing structures are "grandfathered" in where they currently exist. |
| Ozarks Electric | No objections and no comments. |

| City of Fayetteville | Response |
|---|---|
| Water/Sewer | No objections, provided that no private water or sewer services are located in described vacation. (An updated response from this group has not yet been provided). |
| Solid Waste & Recycling | No objections and no comments. |
| Transportation | No objections and no comments, since the requested vacation begins 18 feet above the finished grade. |

*Public Comment:* Staff have received comments in opposition to this request at previous Planning Commission hearings, with concerns about student housing complexes and large-scale developments that would displace long-term residents.

**RECOMMENDATION:** Staff recommends forwarding **VAC-2025-0007** to the City Council with a recommendation of approval, with the following conditions:

**Conditions of Approval:**

1. The platted right-of-way shall be graded and/or prepared to accommodate potential for construction of a two-way alley.

2. An alternate method of construction (AMOC) must be submitted to the Building Official for review and approval for the allowance for residential units to encroach above the public right-of-way. Arkansas Fire Prevention Code Vol. II Section 104.11 specifies that the AMOC must show the design complies with the intent of the code. The AMOC shall also show the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to quality, strength, effectiveness, fire resistance, durability, and safety to allow the residential units to encroach above the public right-of-way. At a minimum, the structure over the right-of-way must be non-combustible construction and the height no less than 15’.

3. No private water or sewer services may be located within described vacation.

4. Prior to any telecom demolition in the area, all active services need to have been disconnected by the end user(s). Further, any existing copper service lines to existing structures are “grandfathered” in where they currently exist.

5. Any damage or relocation of existing facilities will be at the property owner/developer’s expense.

6. Applicant shall provide an updated signature from water and sewer prior to the item’s placement on a City Council agenda.

| | |
|---|---|
| **PLANNING COMMISSION ACTION:** | **Required** **YES** |
| **Date: May 27, 2025** | **❒ Tabled** **❒ Forwarded** **❒ Denied** |
| **Motion:** | |
| **Second:** | |
| **Vote:** | |

**BUDGET/STAFF IMPACT:**
None

**ATTACHMENTS:**

- Applicant Request Letter
- Applicant Petition to Vacate
- Survey
- One Mile Map
- Close-Up Map
- Current Land Use Map

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

May 22, 2025

To: City of Fayetteville Planning Commission and City Council

RE: The Hub – Partial Alley Aerial Vacation Request

Planning Commission and City Council members,

On behalf of the developer, Core Spaces, McClelland Consulting Engineers requests a partial aerial vacation of an unused alley between parcels 765-09771-000, 765-09772-000, and 765-09774-000. The subject property the requested partial vacation is located on is east of “Atmosphere”, a multi-family residential development, north of Eco Modern Flats, a multi-family residential development, and south of Evergreen Cemetery.

Bordered on three sides by S. Hill Avenue, W. Center Street, & S. University Avenue, the existing alley is approximately 20’ wide and 300’ long, running north to south.

The intent is to vacate an aerial portion at the north end of the existing alley, approximately 20’ wide and 100’ long, between the elevations of 1332 feet above sea level and 1402 feet above sea level.

Utilities involved with this vacation request are Fayetteville Water & Sewer, SWEPCO, Ozarks Electric Cooperative, Black Hills Energy, Cox Communications, and AT&T.

Please let me know if you have any questions.

Sincerely,
McClelland Consulting Engineers, Inc.

James Dibble, Assistant Project Manager
(479) 443.2377
jdibble@mce.us.com

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 East Stearns Street
Fayetteville, AR 72703
(479) 443.2377 P | (479) 443.9241 F
mce.us.com

February 11, 2025

**PETITION TO VACATE AN ALLEY LOCATED IN LOTS 1-6, AND 19-24, BLOCK 1, PUTMAN'S ADDITION SUBDIVISION, 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 **alley**, hereinafter sought to be abandoned and vacated, lying in **lots 1-6, and 19-24, block 1, Putman's Addition subdivision,** which is described as follows:

**(Legal Description of Alley to be vacated is attached)**

That the abutting real estate affected by said abandonment of the alley are **lots 1-6, and 19-24, block 1, Putman's Addition subdivision,** 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 **alley**.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate, 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 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 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 alley.

Kevin Curry
_____
Printed Name

Kevin Curry 02/11/2025
_____
Signature Date

Electronically Signed using eSignOnline™ [ Session ID : 80fb4221-c443-4525-badd-d2c0f10f0768 ]

Fletcher bennett

Printed Name

Fletcher Bennett 02/11/2025

Signature Date

allen white

Printed Name

Allen White 02/11/2025

Signature Date

Sincerely,
McClelland Consulting Engineers, Inc.

Nathan Crouch, Project Coordinator

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
(479) 443.2377
ncrouch@mce.us.com



Electronically Signed using eSignOnline™ [ Session ID : 80fb4221-c443-4525-badd-d2c0f10f0768 ]

Alley Legal Descriptions: **(NOT TO BE VACATED WITH THIS REQUEST)**

Parcel 765-09771-000:

A part of a 19.9' platted alley in Block 1 of Putman's Addition Plat 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, and being more particularly described as follows:

BEGINNING (POB) AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 1; THENCE ALONG THE NORTH LINE OF SAID BLOCK 1, S 86°24'10" E - 10.07 FEET TO THE CENTERLINE OF THE ALLEY; THENCE LEAVING SAID NORTH LINE, ALONG SAID CENTERLINE, S 02°47'58" W - 150.12 FEET; THENCE LEAVING SAID CENTERLINE, N 86°21'06" W - 9.84 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF SAID BLOCK 1; THENCE ALONG THE WEST LINE OF THE ALLEY, N 02°42'38" E - 150.12 FEET TO THE POINT OF BEGINNING (POB), CONTAINING 1,494 SQ. FT., OR 0.03 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

Parcel 765-09774-000:

A part of a 19.9' platted alley in Block 1 of Putman's Addition Plat 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, and being more particularly described as follows:

BEGINNING (POB) AT THE NORTHWEST CORNER OF LOT 24 OF SAID BLOCK 1; THENCE ALONG THE EAST LINE OF SAID ALLEY, S 02°49'09" W - 299.89 FEET TO THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 1; THENCE N 86°27'52" W - 9.73 FEET TO THE CENTERLINE OF THE ALLEY; THENCE ALONG SAID CENTERLINE, N 02°47'58" E - 299.87 FEET TO THE NORTH LINE OF SAID BLOCK 1; THENCE ALONG SAID NORTH LINE, S 86°34'18" E - 9.83 FEET TO THE POINT OF BEGINNING (POB), CONTAINING 2,933 SQ. FT., OR 0.07 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

Parcel 765-09772-000

A part of a 19.9' platted alley in Block 1 of Putman's Addition Plat 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, and being more particularly described as follows:

BEGINNING (POB) AT THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 1; THENCE ALONG THE WEST LINE OF THE ALLEY, N 02°54'52" E - 149.93 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK 1; THENCE S 86°21'06" E - 9.84 FEET TO THE CENTERLINE OF THE ALLEY; THENCE ALONG SAID CENTERLINE, S 02°47'58" W - 149.75 FEET; THENCE LEAVING SAID CENTERLINE, N 87°25'17" W - 10.14 FEET TO THE POINT OF BEGINNING (POB), CONTAINING 1,496. SQ. FT., OR 0.03 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

Overall:

A part of a 19.9’ platted alley in Block 1 of Putman’s Addition Plat 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, and being more particularly described as follows:

BEGINNING (POB) AT THE NORTHWEST CORNER OF LOT 24 OF SAID BLOCK 1; THENCE ALONG THE EAST LINE OF SAID ALLEY, S 02°49'09" W - 299.89 FEET TO THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 1; THENCE LEAVING SAID EAST LINE, N 86°27'52" W - 9.73 FEET TO THE CENTERLINE OF SAID ALLEY; THENCE N 87°25'17" W - 10.14 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID BLOCK 1; THENCE ALONG THE WEST LINE OF SAID ALLEY, N 02°54'52" E - 149.93 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK 1; THENCE CONTINUING ALONG SAID WEST LINE, N 02°42'38" E - 150.12 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 1; THENCE LEAVING SAID WEST LINE, S 86°24'10" E - 10.07 FEET ALONG THE NORTH LINE OF SAID BLOCK 1 TO THE CENTERLINE OF SAID ALLEY; THENCE CONTINUING ALONG SAID NORTH LINE, S 86°34'18" E - 9.83 FEET TO THE POINT OF BEGINNING (POB), CONTAINING 5,923. SQ. FT., OR 0.14 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS OF RECORD.

Partial Alley Vacation (3-Dimensional Alley Vacation): **AREA TO BE VACATED**

A portion of a 19.9’ platted alley in Block 1 of Putman’s Addition Plat 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, and being more particularly described as follows:

A 3-DIMENSIONAL ALLEY VACATION AREA, SAID AREA BEING 100 FEET DEEP (NORTH & SOUTH) BEGINNING AT THE NORTH PROPERTY LINE OF SAID BLOCK 1, AND EXTENDING SOUTH 100 FEET, AND SAID ALLEY VACATION BEING 19.9

FEET WIDE (EAST & WEST), BETWEEN SAID LOTS, AND SAID VERTICAL VACATION BEGINNING 18 FEET ABOVE THE PROPOSED FINISH GRADE OF 1332 FEET (NAVD 1988, GEOID09) AND EXTENDING VERTICALLY 70 FEET TO THE PROPOSED FINISH GRADE OF 1402 FEET (NAVD 1988, GEOID09), WITH THE PROPOSED 3-DIMENSIONAL VACATED ALLEY AREA ALSO BEING SHOWN ON THE ATTACHED EXHIBIT A & EXHIBIT B SHEETS. THE INTENT OF THE 3-DIMENSIONAL VACATION IS TO HAVE A PARTIAL ALLEY VACATION WHICH IS 19.9 FEET WIDE BY 100 FEET LONG AND STARTING VERTICALLY 18 FEET ABOVE THE PROJECT ALLEY FINISHED GRADE AND EXTENDING VERTICALLY 70 FEET FROM THE VERTICAL STARTING POINT.

Exhibit A

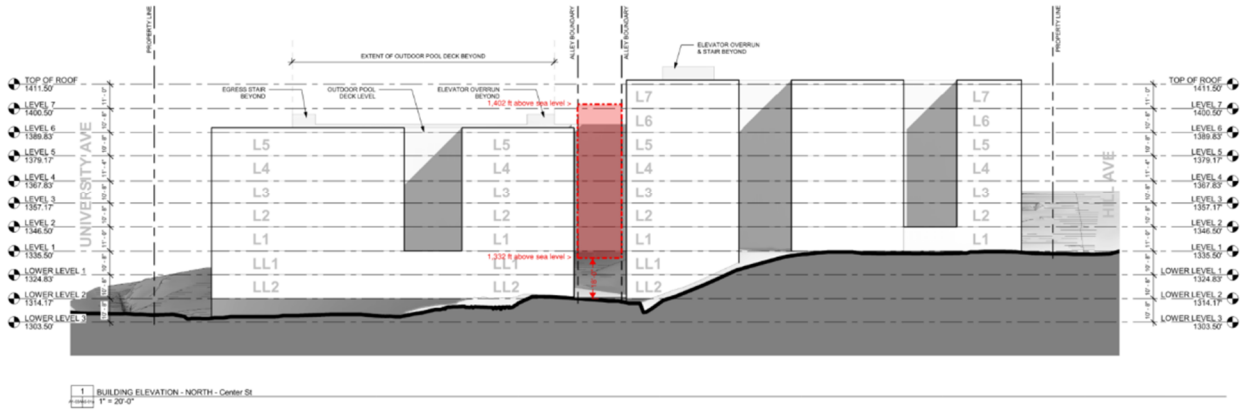
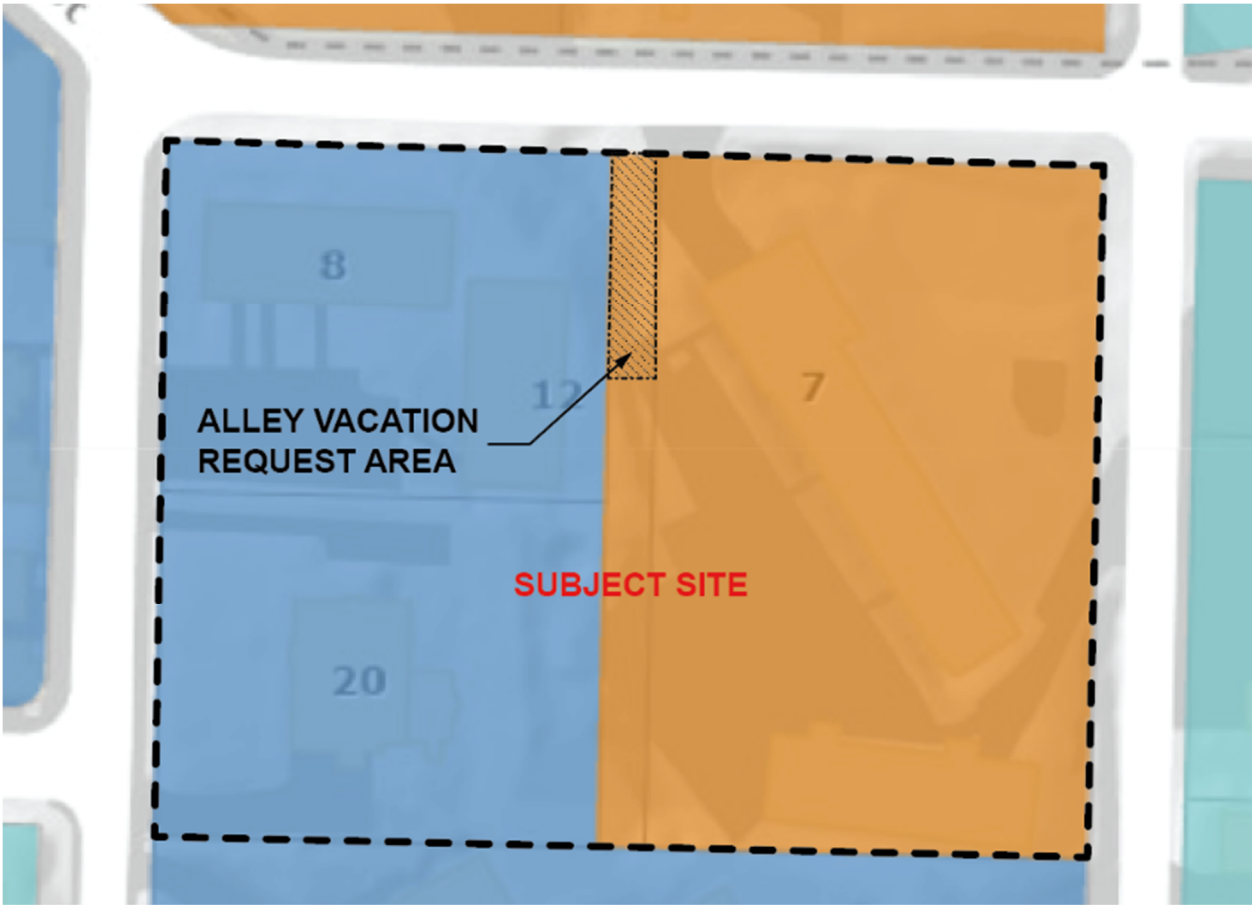
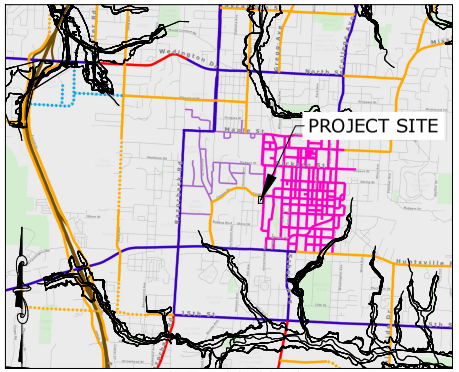

PROPERTY LINE
EXTENT OF OUTDOOR POOL DECK BEYOND
ALLEY BOUNDARY
ELEVATOR OVERRUN & STAIR BEYOND
EGRESS STAIR BEYOND
OUTDOOR POOL DECK LEVEL
ELEVATOR OVERRUN BEYOND
1,402 ft above sea level >
1,332 ft above sea level >
TOP OF ROOF 1411.50'
LEVEL 7 1400.50'
LEVEL 6 1389.83'
LEVEL 5 1379.17'
LEVEL 4 1367.83'
LEVEL 3 1357.17'
LEVEL 2 1346.50'
LEVEL 1 1335.50'
LOWER LEVEL 1 1324.83'
LOWER LEVEL 2 1314.17'
LOWER LEVEL 3 1303.50'
L7
L6
L5
L4
L3
L2
L1
LL1
LL2
UNIVERSITY AVE
1 BUILDING ELEVATION - NORTH - Center St
1" = 20'-0"

Exhibit B


8
12
7
20
ALLEY VACATION
REQUEST AREA
SUBJECT SITE

# ALTA/NSPS LAND TITLE SURVEY OF WASHINGTON COUNTY PARCEL 765-09774-000, LOTS 19-24 OF BLOCK 1 PUTMAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS



VICINITY MAP (NOT TO SCALE)

COMMITMENT FOR TITLE INSURANCE
STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 2424922
DATED AUGUST 29, 2024 AT 8:00AM

PROPERTY DESCRIPTION - PER TITLE COMMITMENT NO. 2424922

LOTS NINETEEN (19) TO TWENTY-FOUR (24), INCLUSIVE, IN BLOCK ONE (1) PUTMAN'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.

SCHEDULE B-I REQUIREMENTS

N/A TO SURVEY

SCHEDULE B-II EXCEPTIONS

1-2. N/A TO SURVEY

3. THIS SURVEY ADDRESSES EASEMENTS PROVIDED IN THE TITLE COMMITMENT, OBSERVED EVIDENCE OF EASEMENTS OR CLAIMS ARE AS SHOWN HEREON, SURVEYOR MAKES NO STATEMENT REGARDING EVIDENCE OBSCURED OR NOT READILY VISIBLE

4. AS SHOWN HEREON

5-12. N/A TO SURVEY

13. BUILDING SET BACKS, DEDICATIONS, RIGHT OF WAYS AND EASEMENTS, AS SHOWN ON SUBDIVISION PLAT AND ANY AMENDMENTS THERETO FILED FOR RECORD. AS SHOWN HEREON

14. SUBJECT TO EASEMENTS AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 56 AT PAGE 611, BOOK 4 AT PAGE 6, BOOK 4 AT PAGE 31, BOOK 5 AT PAGE 67 & BOOK 5 AT PAGE 78. AS SHOWN HEREON

PROPERTY ADDRESS:
7 S UNIVERSITY AVE
FAYETTEVILLE, AR 72701

TO
STEWART TITLE GUARANTY COMPANY; AWBG, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY; CS ACQUISITION VEHICLE, LLC, A DELAWARE LIMITED LIABILITY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6, 7, 11, 13, 14, 16, 17, 19, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 15, 2024.

DAVID BUFF
ARKANSAS PS #1894

NOVEMBER 15, 2024

GENERAL NOTES

1. ZONING - THIS PROPERTY IS CURRENTLY ZONED DISTRICT RMF-40, RESIDENTIAL MULTI-FAMILY - FORTY (40) UNITS PER ACRE, PER CITY OF FAYETTEVILLE GIS, NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR.
   SETBACK REQUIREMENTS FOR RMF-40, PER CITY OF FAYETTEVILLE ONLINE MUNICIPAL CODE:
   A. FRONT: A BUILD-TO ZONE THAT IS LOCATED BETWEEN THE FRONT PROPERTY LINE AND A LINE 25 FEET FROM THE FRONT PROPERTY LINE.
   B. SIDE OTHER USES: 8 FEET
   C. SIDE SINGLE & TWO (2) FAMILY: 5 FEET
   D. REAR OTHER USES: 20 FEET
   E. REAR SINGLE FAMILY: 5 FEET

2. DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY ARE AS SHOWN HEREON. NO OTHER DOCUMENTS WERE PROVIDED FOR, NOR ARE REFERENCED ON THIS SURVEY.

3. BASIS FOR BEARINGS IS THE ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

4. ADJACENT PROPERTY INFORMATION SHOWN HEREON IS FROM THE WASHINGTON COUNTY TAX ASSESSOR'S AND CIRCUIT CLERK'S RECORDS AND HAS NOT BEEN VERIFIED BY MCCLELLAND ENGINEERS.

5. ALL EASEMENTS KNOWN TO MCCLELLAND CONSULTING ENGINEERS AT THE TIME OF THE SURVEY ARE SHOWN ON THE DRAWING, BUT NO STATEMENT IS MADE AS TO THE COMPLETENESS OF THE EASEMENTS SHOWN. TRACT IS SUBJECT TO EASEMENTS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, AND PLANNING AND ZONING REGULATIONS OF RECORD, IF ANY, AND IS SUBJECT TO SUCH FACTS AS AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

6. NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS, NOR OF SURFACE EVIDENCE OBSCURED OR NOT READILY VISIBLE.

7. THIS SURVEY MEETS THE STATE OF ARKANSAS MINIMUM STANDARDS FOR GENERAL PROCEDURES AND FOR POSITIONAL TOLERANCE FOR URBAN SURVEYS.

8. FLOOD ZONE - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP #05143C0208G & 05143C0216G, EFFECTIVE JANUARY 25, 2024, THE SUBJECT PROPERTY IS IN ZONE "X", "AREA OF MINIMAL FLOOD HAZARD".

9. (TABLE A NO. 16) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

10. (TABLE A NO. 17) NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES WERE PROVIDED TO THE SURVEYOR, INFORMATION AS KNOWN IS SHOWN ON THE SURVEY. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

11. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO W. CENTER STREET, A PUBLICLY DEDICATED RIGHT-OF-WAY AND TO S. UNIVERSITY AVENUE, A PUBLICLY DEDICATED RIGHT-OF-WAY.

12. THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITHOUT ANY GAPS OR GORES.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
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ALTA/NSPS LAND TITLE SURVEY
FAYETTEVILLE, ARKANSAS
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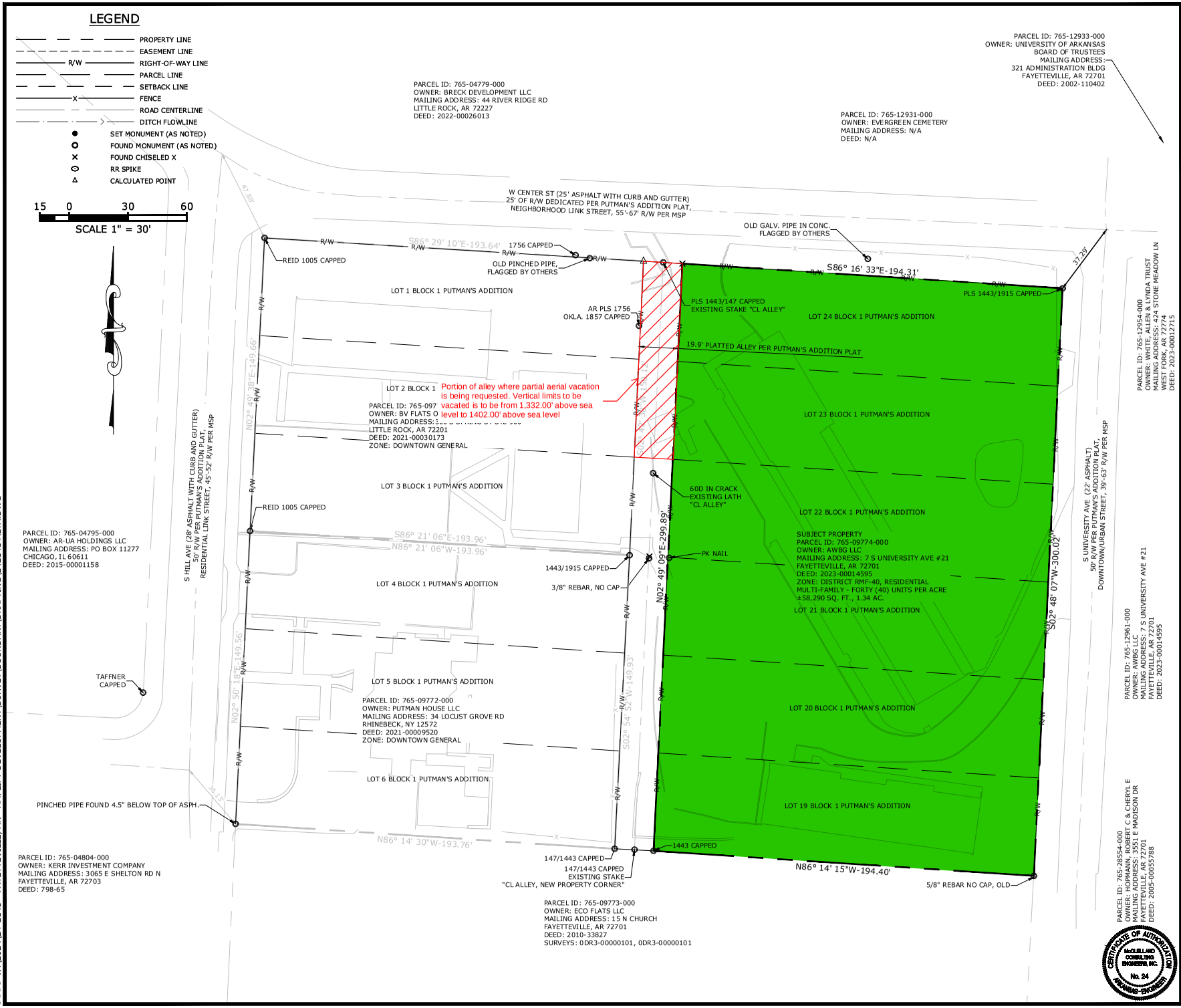
| REVISIONS | DESCRIPTION | DATE | REV |
|---|---|---|---|
| | | | |

ALTA/NSPS LAND TITLE SURVEY

| PROJ. MANAGER: | DRAWN BY: |
|---|---|
| CB | DB |
| DATE: | REVISION: |
| 11/15/2024 | |
| SCALE: | PROJ. NUMBER: |
| AS NOTED | 242143 |

1/3

#### W:\2024\24-2143 - FAYETTEVILLE, AR - AMPLIFY DEVELOPMENT\SURVEY\BOUNDARY\DRAFTING\242143 ALTA.DWG





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# ALTA/NSPS LAND TITLE SURVEY

## FAYETTEVILLE, ARKANSAS

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|---|---|---|
| REV | DATE | DESCRIPTION |

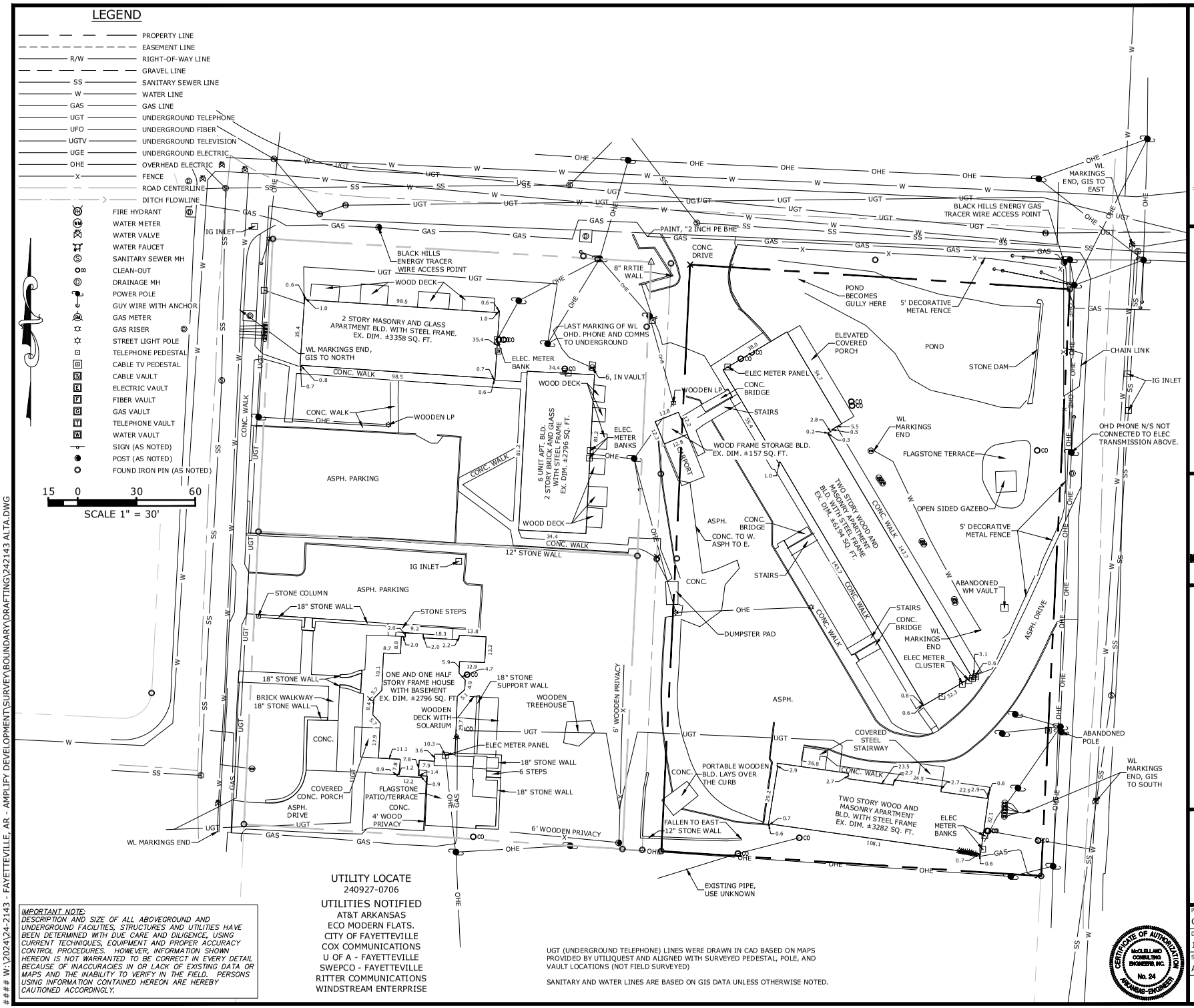
ALTA/NSPS LAND TITLE SURVEY

| PROJ. MANAGER: | DRAWN BY: |
|---|---|
| CB | DB |
| DATE: | REVISION: |
| 11/15/2024 | |
| SCALE: | PROJ. NUMBER: |
| AS NOTED | 242143 |

2/3

CERTIFICATE OF AUTHORIZATION McCLELLAND CONSULTING ENGINEERS, INC. No. 24 ARKANSAS ENGINEER

#### W:\2024\24-2143 - FAYETTEVILLE, AR - AMPLIFY DEVELOPMENT\SURVEY\BOUNDARY\DRAFTING\242143 ALTA.DWG




UTILITY LOCATE
240927-0706

UTILITIES NOTIFIED
AT&T ARKANSAS
ECO MODERN FLATS.
CITY OF FAYETTEVILLE
COX COMMUNICATIONS
U OF A - FAYETTEVILLE
SWEPCO - FAYETTEVILLE
RITTER COMMUNICATIONS
WINDSTREAM ENTERPRISE

*IMPORTANT NOTE:*
*DESCRIPTION AND SIZE OF ALL ABOVEGROUND AND UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN DETERMINED WITH DUE CARE AND DILIGENCE, USING CURRENT TECHNIQUES, EQUIPMENT AND PROPER ACCURACY CONTROL PROCEDURES. HOWEVER, INFORMATION SHOWN HEREON IS NOT WARRANTED TO BE CORRECT IN EVERY DETAIL BECAUSE OF INACCURACIES IN OR LACK OF EXISTING DATA OR MAPS AND THE INABILITY TO VERIFY IN THE FIELD. PERSONS USING INFORMATION CONTAINED HEREON ARE HEREBY CAUTIONED ACCORDINGLY.*

UGT (UNDERGROUND TELEPHONE) LINES WERE DRAWN IN CAD BASED ON MAPS PROVIDED BY UTILIQUEST AND ALIGNED WITH SURVEYED PEDESTAL, POLE, AND VAULT LOCATIONS (NOT FIELD SURVEYED)

SANITARY AND WATER LINES ARE BASED ON GIS DATA UNLESS OTHERWISE NOTED.


McCLELLAND CONSULTING ENGINEERS, INC.
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ALTA/NSPS LAND TITLE SURVEY
FAYETTEVILLE, ARKANSAS

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|---|---|---|
| | | REVISIONS |

ALTA/NSPS LAND TITLE SURVEY

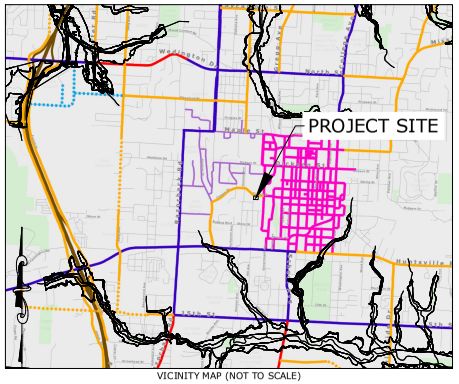
| PROJ. MANAGER: | DRAWN BY: |
|---|---|
| CB | DB |
| DATE: | REVISION: |
| 11/15/2024 | |
| SCALE: | PROJ. NUMBER: |
| AS NOTED | 242143 |

3/3

CERTIFICATE OF AUTHORIZATION McCLELLAND CONSULTING ENGINEERS, INC. No. 24 ARKANSAS ENGINEER


#### W:\2024\24-2143 - FAYETTEVILLE, AR - AMPLIFY DEVELOPMENT\SURVEY\BOUNDARY\DRAFTING\242143 ALTA.DWG

# ALTA/NSPS LAND TITLE SURVEY OF WASHINGTON COUNTY PARCEL 765-09771-000, LOTS 1, 2, AND 3 OF BLOCK 1 PUTMAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS



VICINITY MAP (NOT TO SCALE)

COMMITMENT FOR TITLE INSURANCE
STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 2424950
DATED AUGUST 29, 2024 AT 8:00AM

PROPERTY DESCRIPTION - PER TITLE COMMITMENT NO. 2424950

LOTS ONE (1), TWO (2) AND THREE (3), BLOCK ONE (1), PUTMANS 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.

SCHEDULE B-I REQUIREMENTS

N/A TO SURVEY

SCHEDULE B-II EXCEPTIONS

1-2. N/A TO SURVEY

3. THIS SURVEY ADDRESSES EASEMENTS PROVIDED IN THE TITLE COMMITMENT, OBSERVED EVIDENCE OF EASEMENTS OR CLAIMS ARE AS SHOWN HEREON, SURVEYOR MAKES NO STATEMENT REGARDING EVIDENCE OBSCURED OR NOT READILY VISIBLE

4. AS SHOWN HEREON

5-12. N/A TO SURVEY

13. BUILDING SET BACKS, DEDICATIONS, RIGHT OF WAYS AND EASEMENTS, AS SHOWN ON SUBDIVISION PLAT AND ANY AMENDMENTS THERETO FILED FOR RECORD. AS SHOWN HEREON

14. SUBJECT TO EASEMENTS AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 56 AT PAGE 611, BOOK 4 AT PAGE 6, BOOK 4 AT PAGE 31, BOOK 5 AT PAGE 67 & BOOK 5 AT PAGE 78. AS SHOWN HEREON

PROPERTY ADDRESS:
8 S HILL AVE, 12 S HILL AVE
FAYETTEVILLE, AR 72701

TO
STEWART TITLE GUARANTY COMPANY; BV FLATS ON THE HILL, LLC, A TEXAS LIMITED LIABILITY COMPANY; CS ACQUISITION VEHICLE, LLC, A DELAWARE LIMITED LIABILITY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6, 7, 11, 13, 14, 16, 17, 19, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 15, 2024.

DAVID BUFF
ARKANSAS PS #1894

NOVEMBER 15, 2024

GENERAL NOTES

1. ZONING - THIS PROPERTY IS CURRENTLY ZONED DOWNTOWN GENERAL, PER CITY OF FAYETTEVILLE GIS, NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR.
   SETBACK REQUIREMENTS FOR DOWNTOWN GENERAL PER CITY OF FAYETTEVILLE ONLINE MUNICIPAL CODE:
   A. FRONT: A BUILD-TO ZONE THAT IS LOCATED BETWEEN THE FRONT PROPERTY LINE AND A LINE 25 FEET FROM THE FRONT PROPERTY LINE.
   B. SIDE: NONE
   C. REAR: 5 FEET
   D. REAR, FROM CENTER LINE OF AN ALLEY: 12 FEET

2. DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY ARE AS SHOWN HEREON. NO OTHER DOCUMENTS WERE PROVIDED FOR, NOR ARE REFERENCED ON THIS SURVEY.

3. BASIS FOR BEARINGS IS THE ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

4. ADJACENT PROPERTY INFORMATION SHOWN HEREON IS FROM THE WASHINGTON COUNTY TAX ASSESSOR'S AND CIRCUIT CLERK'S RECORDS AND HAS NOT BEEN VERIFIED BY MCCLELLAND ENGINEERS.

5. ALL EASEMENTS KNOWN TO MCCLELLAND CONSULTING ENGINEERS AT THE TIME OF THE SURVEY ARE SHOWN ON THE DRAWING, BUT NO STATEMENT IS MADE AS TO THE COMPLETENESS OF THE EASEMENTS SHOWN. TRACT IS SUBJECT TO EASEMENTS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, AND PLANNING AND ZONING REGULATIONS OF RECORD, IF ANY, AND IS SUBJECT TO SUCH FACTS AS AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

6. NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS, NOR OF SURFACE EVIDENCE OBSCURED OR NOT READILY VISIBLE.

7. THIS SURVEY MEETS THE STATE OF ARKANSAS MINIMUM STANDARDS FOR GENERAL PROCEDURES AND FOR POSITIONAL TOLERANCE FOR URBAN SURVEYS.

8. FLOOD ZONE - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP #05143C0208G & 05143C0216G, EFFECTIVE JANUARY 25, 2024, THE SUBJECT PROPERTY IS IN ZONE "X", "AREA OF MINIMAL FLOOD HAZARD".

9. (TABLE A NO. 16) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

10. (TABLE A NO. 17) NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES WERE PROVIDED TO THE SURVEYOR, INFORMATION AS KNOWN IS SHOWN ON THE SURVEY. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

11. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO S. HILL AVENUE, A PUBLICLY DEDICATED RIGHT-OF-WAY

12. THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITHOUT ANY GAPS OR GORES.


MCCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
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ALTA/NSPS LAND TITLE SURVEY

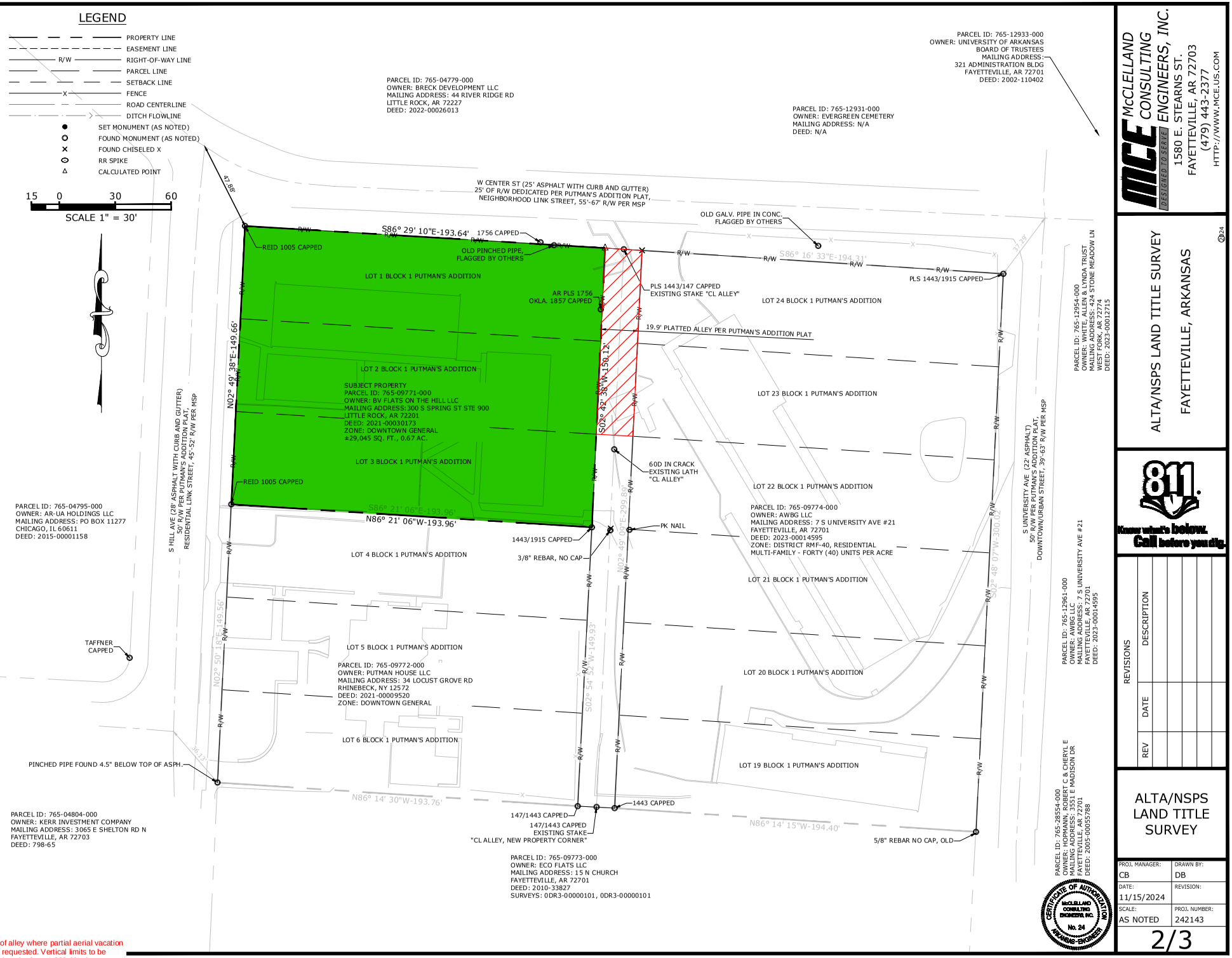
| PROJ. MANAGER: | DRAWN BY: |
|---|---|
| CB | DB |
| DATE: | REVISION: |
| 11/15/2024 | |
| SCALE: | PROJ. NUMBER: |
| AS NOTED | 242143 |

1/3

CERTIFICATE OF AUTHORIZATION — MCCLELLAND CONSULTING ENGINEERS, INC. — No. 24 — ARKANSAS ENGINEER

#### W:\2024\24-2143 - FAYETTEVILLE, AR - AMPLIFY DEVELOPMENT\SURVEY\BOUNDARY\DRAFTING\242143 ALTA.DWG

Planning Commission
May 27, 2025
VAC-2025-0007 (AWBG LLC)
Page 16 of 24

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# ALTA/NSPS LAND TITLE SURVEY

## FAYETTEVILLE, ARKANSAS

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| REV | DATE | DESCRIPTION |

ALTA/NSPS LAND TITLE SURVEY

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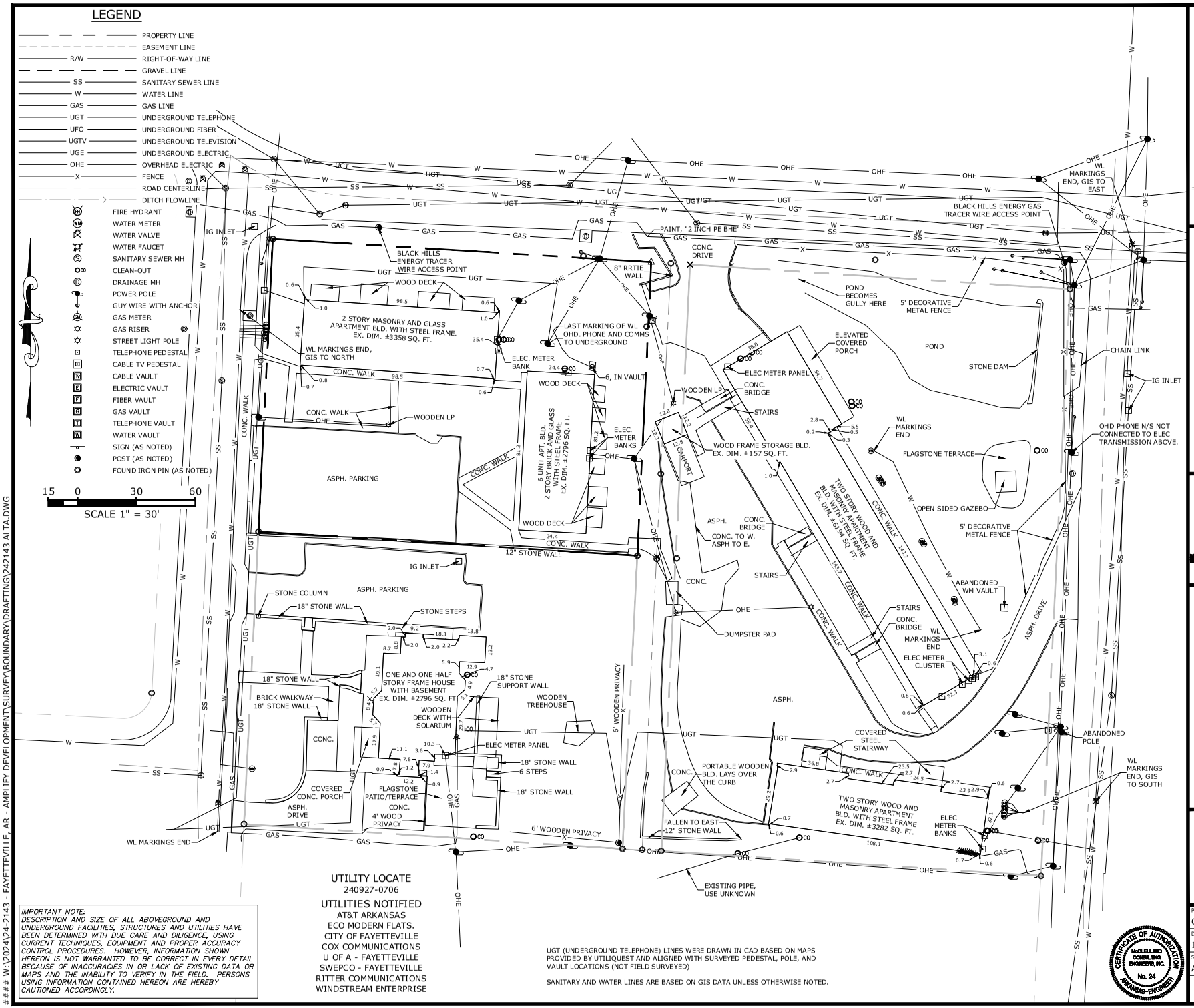
|---|---|
| PROJ. MANAGER: CB | DRAWN BY: DB |
| DATE: 11/15/2024 | REVISION: |
| SCALE: AS NOTED | PROJ. NUMBER: 242143 |

2/3

Planning Commission
May 27, 2025
VAC-2025-0007 (AWBG LLC)
Page 17 of 24

W:\2024\24-2143 - FAYETTEVILLE, AR - AMPLIFY DEVELOPMENT\SURVEY\BOUNDARY\DRAFTING\242143 ALTA.DWG

Portion of alley where partial aerial vacation is being requested. Vertical limits to be vacated is to be from 1,332.00' above sea level to 1402.00' above sea level




UTILITY LOCATE
240927-0706

UTILITIES NOTIFIED
AT&T ARKANSAS
ECO MODERN FLATS.
CITY OF FAYETTEVILLE
COX COMMUNICATIONS
U OF A - FAYETTEVILLE
SWEPCO - FAYETTEVILLE
RITTER COMMUNICATIONS
WINDSTREAM ENTERPRISE

*IMPORTANT NOTE:*
*DESCRIPTION AND SIZE OF ALL ABOVEGROUND AND UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN DETERMINED WITH DUE CARE AND DILIGENCE, USING CURRENT TECHNIQUES, EQUIPMENT AND PROPER ACCURACY CONTROL PROCEDURES. HOWEVER, INFORMATION SHOWN HEREON IS NOT WARRANTED TO BE CORRECT IN EVERY DETAIL BECAUSE OF INACCURACIES IN OR LACK OF EXISTING DATA OR MAPS AND THE INABILITY TO VERIFY IN THE FIELD. PERSONS USING INFORMATION CONTAINED HEREON ARE HEREBY CAUTIONED ACCORDINGLY.*

UGT (UNDERGROUND TELEPHONE) LINES WERE DRAWN IN CAD BASED ON MAPS PROVIDED BY UTILIQUEST AND ALIGNED WITH SURVEYED PEDESTAL, POLE, AND VAULT LOCATIONS (NOT FIELD SURVEYED)

SANITARY AND WATER LINES ARE BASED ON GIS DATA UNLESS OTHERWISE NOTED.

CERTIFICATE OF AUTHORIZATION
McCLELLAND CONSULTING ENGINEERS, INC.
No. 24
ARKANSAS ENGINEER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ALTA/NSPS LAND TITLE SURVEY

FAYETTEVILLE, ARKANSAS

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|---|---|---|---|
| REV | DATE | DESCRIPTION | |
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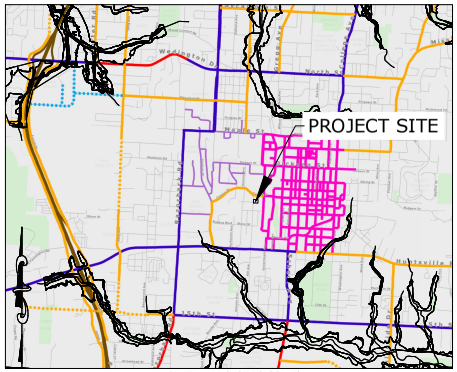
ALTA/NSPS LAND TITLE SURVEY

| PROJ. MANAGER: | DRAWN BY: |
|---|---|
| CB | DB |
| DATE: | REVISION: |
| 11/15/2024 | |
| SCALE: | PROJ. NUMBER: |
| AS NOTED | 242143 |

3/3

# ALTA/NSPS LAND TITLE SURVEY OF WASHINGTON COUNTY PARCEL 765-09772-000 LOTS 4, 5, AND 6 OF BLOCK 1 PUTMAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS



VICINITY MAP (NOT TO SCALE)

COMMITMENT FOR TITLE INSURANCE
STEWART TITLE GUARANTY COMPANY
COMMITMENT NO. 2425001
DATED AUGUST 29, 2024 AT 8:00AM

PROPERTY DESCRIPTION - PER TITLE COMMITMENT NO. 2425001

LOTS NUMBERED FOUR (4), FIVE (5) AND SIX (6) OF BLOCK NUMBERED ONE (1) IN PUTMAN'S ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS DESIGNATED UPON THE RECORDED PLAT OF SAID ADDITION.

SCHEDULE B-I REQUIREMENTS

N/A TO SURVEY

SCHEDULE B-II EXCEPTIONS

1-2. N/A TO SURVEY

3. THIS SURVEY ADDRESSES EASEMENTS PROVIDED IN THE TITLE COMMITMENT, OBSERVED EVIDENCE OF EASEMENTS OR CLAIMS ARE AS SHOWN HEREON, SURVEYOR MAKES NO STATEMENT REGARDING EVIDENCE OBSCURED OR NOT READILY VISIBLE

4. AS SHOWN HEREON

5-12. N/A TO SURVEY

13. BUILDING SET BACKS, DEDICATIONS, RIGHT OF WAYS AND EASEMENTS, AS SHOWN ON SUBDIVISION PLAT AND ANY AMENDMENTS THERETO FILED FOR RECORD. AS SHOWN HEREON

14. SUBJECT TO EASEMENTS AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 56 AT PAGE 611, BOOK 4 AT PAGE 6, BOOK 4 AT PAGE 31, BOOK 5 AT PAGE 67 & BOOK 5 AT PAGE 78. AS SHOWN HEREON

PROPERTY ADDRESS:
20 S HILL AVE
FAYETTEVILLE, AR 72701

TO
STEWART TITLE GUARANTY COMPANY; PUTMAN HOUSE, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY; CS ACQUISITION VEHICLE, LLC, A DELAWARE LIMITED LIABILITY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6, 7, 11, 13, 14, 16, 17, 19, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 15, 2024.

DAVID BUFF
ARKANSAS PS #1894

NOVEMBER 15, 2024

GENERAL NOTES

1. ZONING - THIS PROPERTY IS CURRENTLY ZONED DOWNTOWN GENERAL, PER CITY OF FAYETTEVILLE GIS, NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR.
   SETBACK REQUIREMENTS FOR DOWNTOWN GENERAL PER CITY OF FAYETTEVILLE ONLINE MUNICIPAL CODE:
   A. FRONT: A BUILD-TO ZONE THAT IS LOCATED BETWEEN THE FRONT PROPERTY LINE AND A LINE 25 FEET FROM THE FRONT PROPERTY LINE.
   B. SIDE: NONE
   C. REAR: 5 FEET
   D. REAR, FROM CENTER LINE OF AN ALLEY: 12 FEET

2. DOCUMENTS USED IN THE PREPARATION OF THIS SURVEY ARE AS SHOWN HEREON. NO OTHER DOCUMENTS WERE PROVIDED FOR, NOR ARE REFERENCED ON THIS SURVEY.

3. BASIS FOR BEARINGS IS THE ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

4. ADJACENT PROPERTY INFORMATION SHOWN HEREON IS FROM THE WASHINGTON COUNTY TAX ASSESSOR'S AND CIRCUIT CLERK'S RECORDS AND HAS NOT BEEN VERIFIED BY MCCLELLAND ENGINEERS.

5. ALL EASEMENTS KNOWN TO MCCLELLAND CONSULTING ENGINEERS AT THE TIME OF THE SURVEY ARE SHOWN ON THE DRAWING, BUT NO STATEMENT IS MADE AS TO THE COMPLETENESS OF THE EASEMENTS SHOWN. TRACT IS SUBJECT TO EASEMENTS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, AND PLANNING AND ZONING REGULATIONS OF RECORD, IF ANY, AND IS SUBJECT TO SUCH FACTS AS AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

6. NO STATEMENT IS MADE CONCERNING SUBSURFACE CONDITIONS, NOR OF SURFACE EVIDENCE OBSCURED OR NOT READILY VISIBLE.

7. THIS SURVEY MEETS THE STATE OF ARKANSAS MINIMUM STANDARDS FOR GENERAL PROCEDURES AND FOR POSITIONAL TOLERANCE FOR URBAN SURVEYS.

8. FLOOD ZONE - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP #05143C0208G & 05143C0216G, EFFECTIVE JANUARY 25, 2024, THE SUBJECT PROPERTY IS IN ZONE "X", "AREA OF MINIMAL FLOOD HAZARD".

9. (TABLE A NO. 16) NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

10. (TABLE A NO. 17) NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES WERE PROVIDED TO THE SURVEYOR, INFORMATION AS KNOWN IS SHOWN ON THE SURVEY. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

11. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO S. HILL AVENUE, A PUBLICLY DEDICATED RIGHT-OF-WAY

12. THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITHOUT ANY GAPS OR GORES.


MCCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM


ALTA/NSPS LAND TITLE SURVEY
FAYETTEVILLE, ARKANSAS

811. Know what's below. Call before you dig.

| REVISIONS | DESCRIPTION | DATE | REV |
|---|---|---|---|
| | | | |

ALTA/NSPS LAND TITLE SURVEY

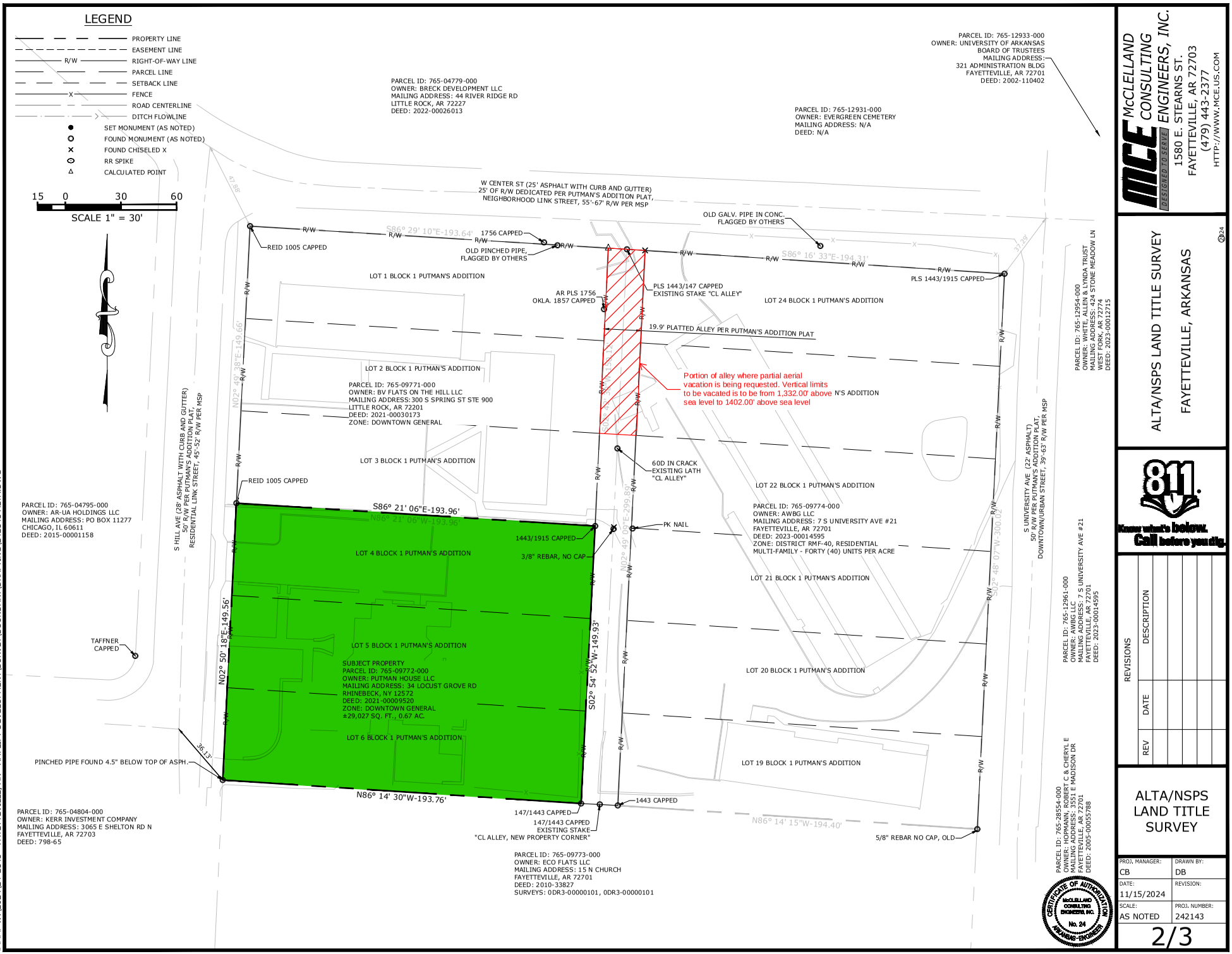
| PROJ. MANAGER: | DRAWN BY: |
|---|---|
| CB | DB |
| DATE: | REVISION: |
| 11/15/2024 | |
| SCALE: | PROJ. NUMBER: |
| AS NOTED | 242143 |

1/3

CERTIFICATE OF AUTHORIZATION — MCCLELLAND CONSULTING ENGINEERS, INC. — No. 24 — ARKANSAS ENGINEER

#### W:\2024\24-2143 - FAYETTEVILLE, AR - AMPLIFY DEVELOPMENT\SURVEY\BOUNDARY\DRAFTING\242143 ALTA.DWG

Planning Commission
May 27, 2025
VAC-2025-0007 (AWBG LLC)
Page 19 of 24





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# ALTA/NSPS LAND TITLE SURVEY

## FAYETTEVILLE, ARKANSAS

24

811. Know what's below. Call before you dig.

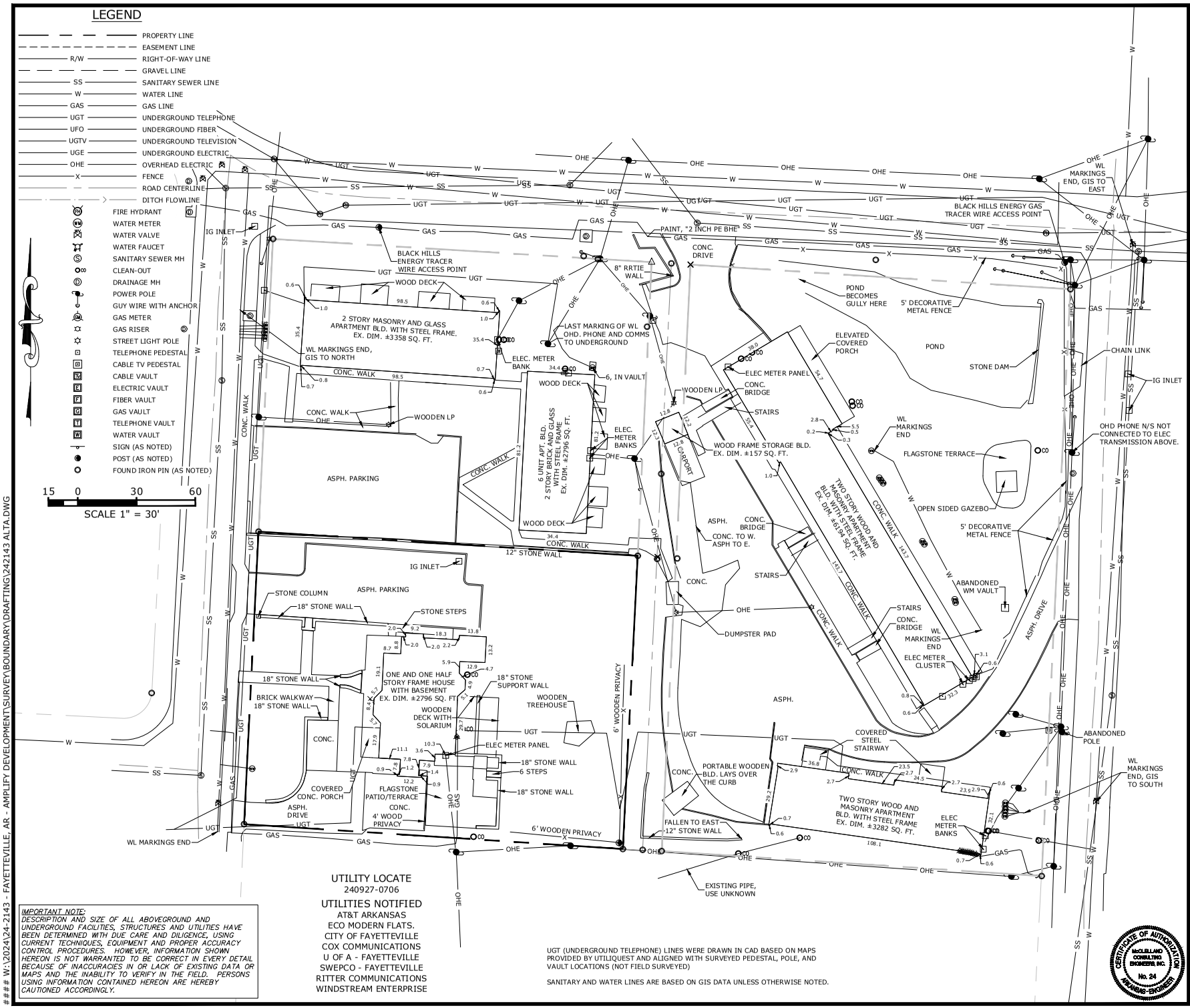
| REVISIONS | | |
|---|---|---|
| REV | DATE | DESCRIPTION |

ALTA/NSPS LAND TITLE SURVEY

| | |
|---|---|
| PROJ. MANAGER: CB | DRAWN BY: DB |
| DATE: 11/15/2024 | REVISION: |
| SCALE: AS NOTED | PROJ. NUMBER: 242143 |

2/3

#### W:\2024\24-2143 - FAYETTEVILLE, AR - AMPLIFY DEVELOPMENT\SURVEY\BOUNDARY\DRAFTING\242143 ALTA.DWG




UTILITY LOCATE
240927-0706

UTILITIES NOTIFIED
AT&T ARKANSAS
ECO MODERN FLATS.
CITY OF FAYETTEVILLE
COX COMMUNICATIONS
U OF A - FAYETTEVILLE
SWEPCO - FAYETTEVILLE
RITTER COMMUNICATIONS
WINDSTREAM ENTERPRISE

*IMPORTANT NOTE:*
*DESCRIPTION AND SIZE OF ALL ABOVEGROUND AND UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN DETERMINED WITH DUE CARE AND DILIGENCE, USING CURRENT TECHNIQUES, EQUIPMENT AND PROPER ACCURACY CONTROL PROCEDURES. HOWEVER, INFORMATION SHOWN HEREON IS NOT WARRANTED TO BE CORRECT IN EVERY DETAIL BECAUSE OF INACCURACIES IN OR LACK OF EXISTING DATA OR MAPS AND THE INABILITY TO VERIFY IN THE FIELD. PERSONS USING INFORMATION CONTAINED HEREON ARE HEREBY CAUTIONED ACCORDINGLY.*

UGT (UNDERGROUND TELEPHONE) LINES WERE DRAWN IN CAD BASED ON MAPS PROVIDED BY UTILIQUEST AND ALIGNED WITH SURVEYED PEDESTAL, POLE, AND VAULT LOCATIONS (NOT FIELD SURVEYED)

SANITARY AND WATER LINES ARE BASED ON GIS DATA UNLESS OTHERWISE NOTED.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ALTA/NSPS LAND TITLE SURVEY
FAYETTEVILLE, ARKANSAS

811. Know what's below. Call before you dig.

| REVISIONS | | | |
|---|---|---|---|
| REV | DATE | DESCRIPTION | |
| | | | |

ALTA/NSPS LAND TITLE SURVEY

| PROJ. MANAGER: | DRAWN BY: |
|---|---|
| CB | DB |
| DATE: | REVISION: |
| 11/15/2024 | |
| SCALE: | PROJ. NUMBER: |
| AS NOTED | 242143 |

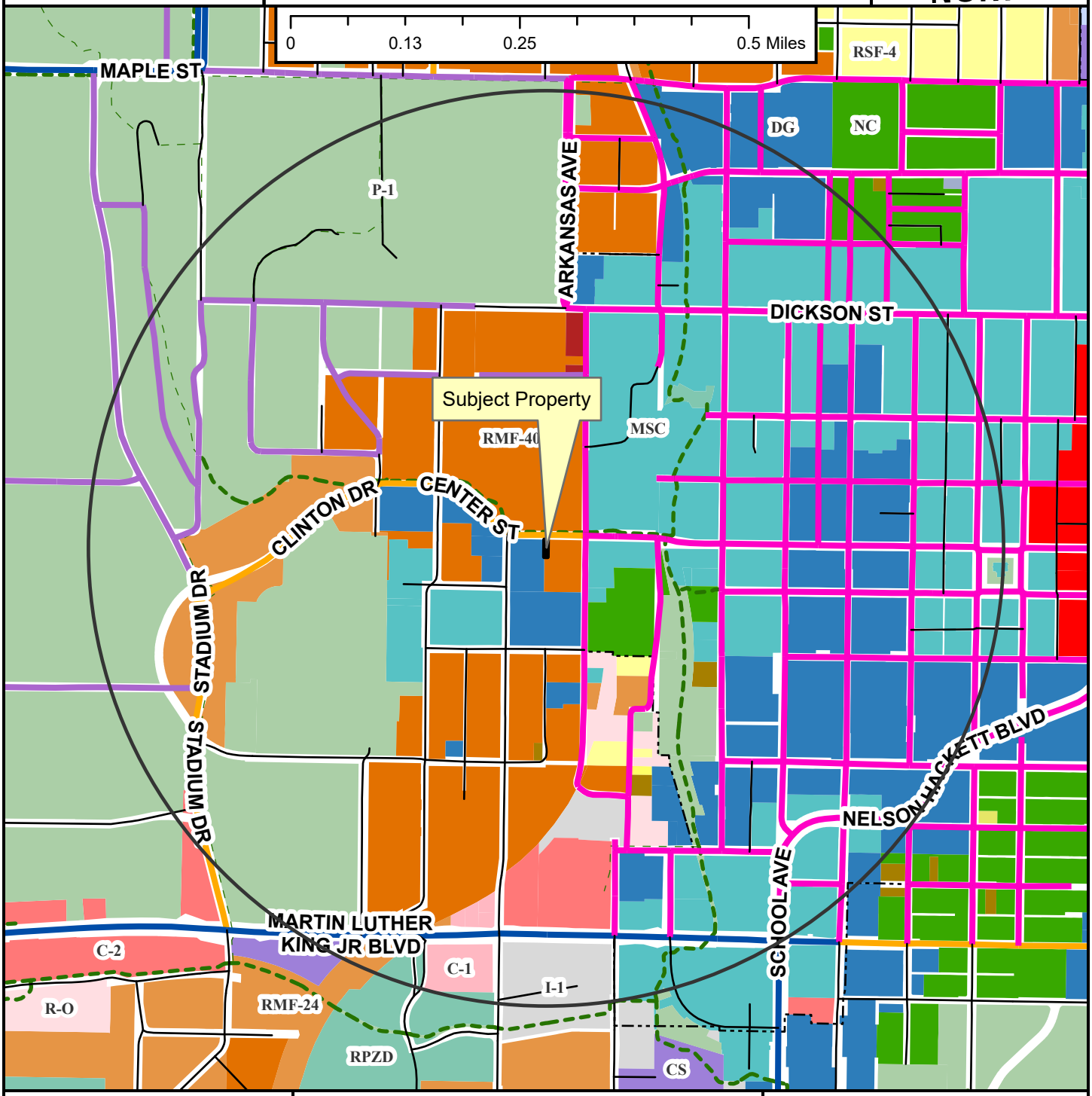
3/3

CERTIFICATE OF AUTHORIZATION — McCLELLAND CONSULTING ENGINEERS, INC. — No. 24 — ARKANSAS ENGINEER

VAC-2025-0007

*One Mile View*

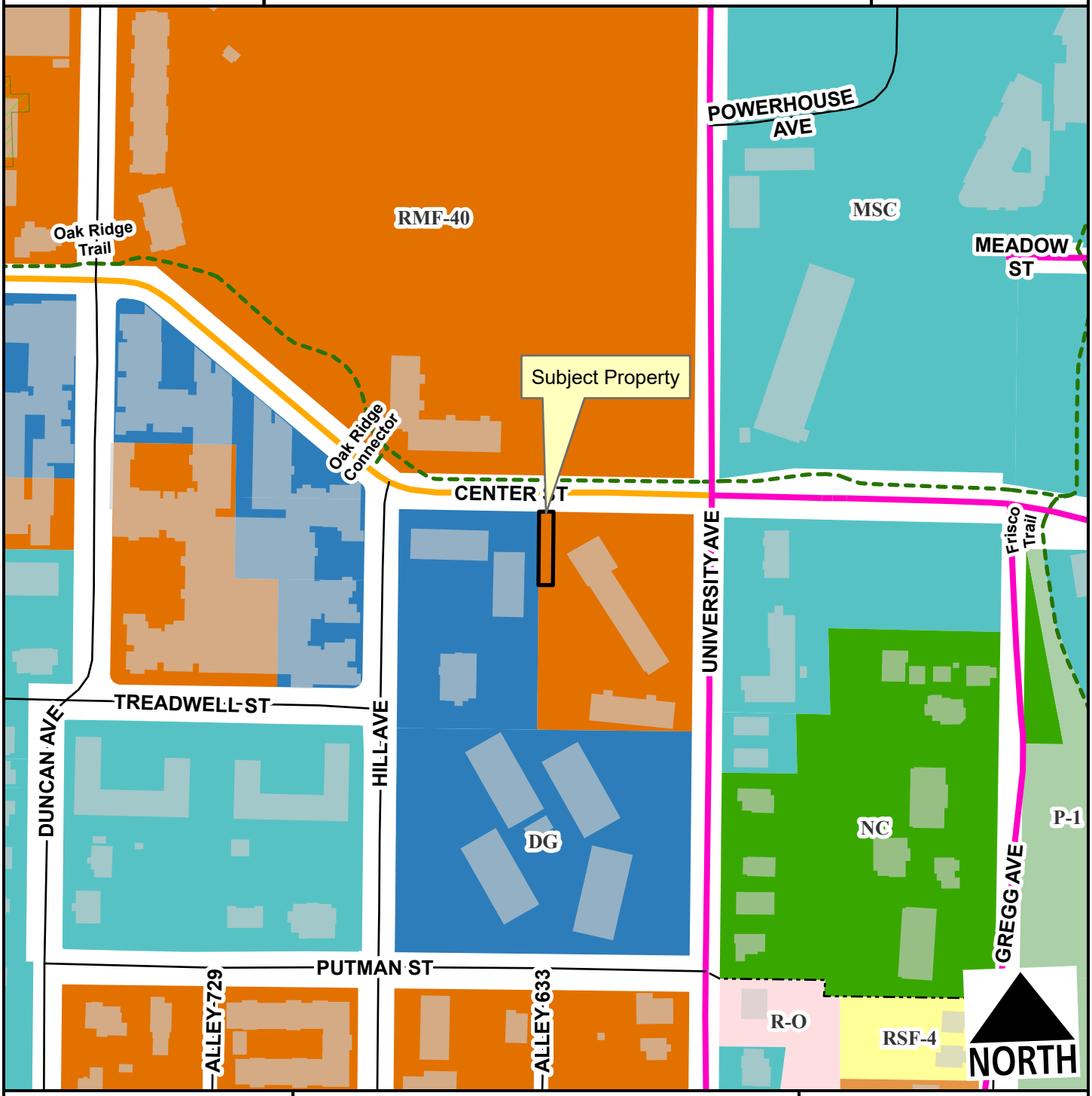
# 7 S. UNIVERSITY AVE



VAC-2025-0007

*Close Up View*

# 7 S. UNIVERSITY AVE




- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Design Overlay District

Feet

0 75 150 300 450 600

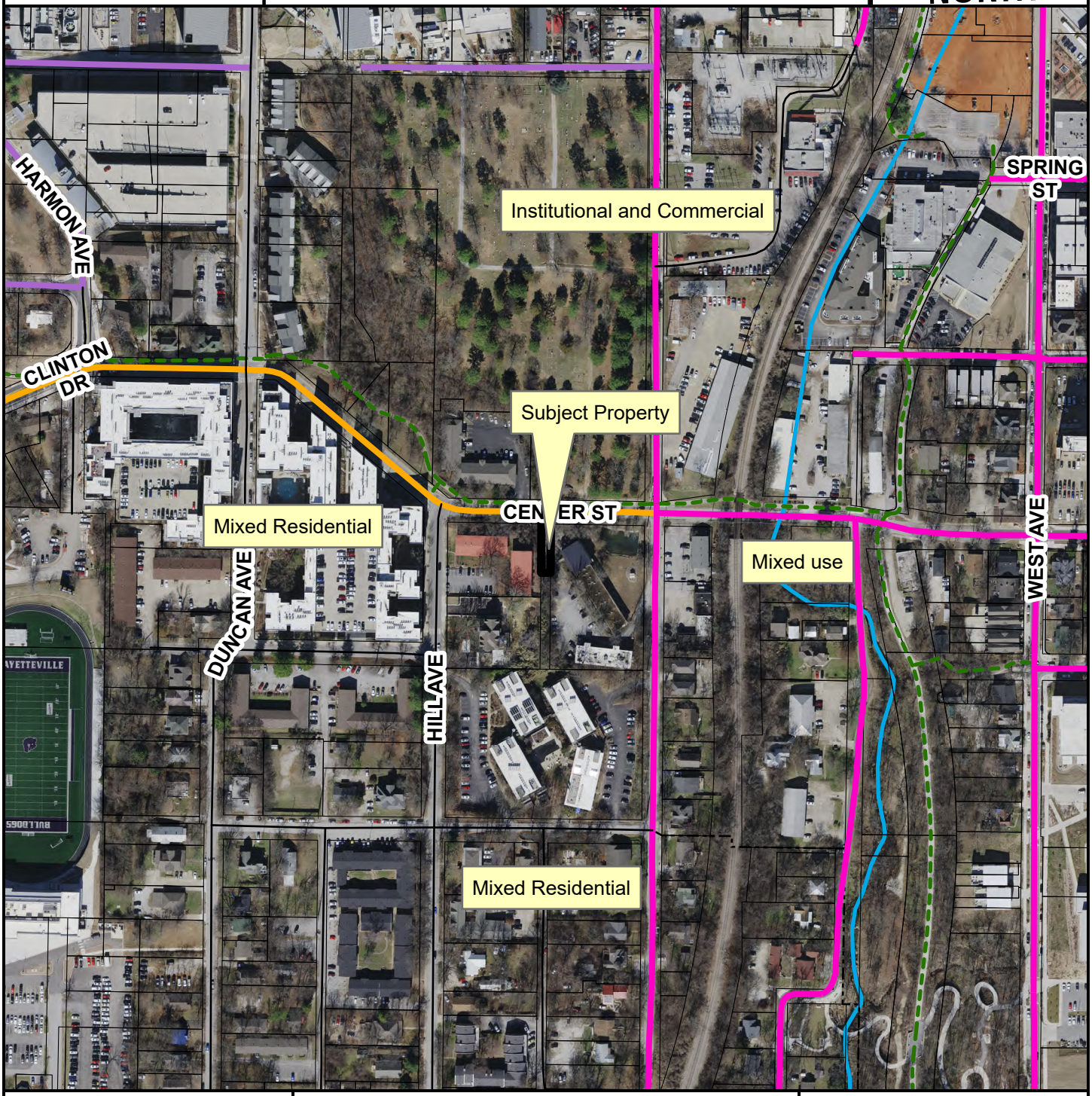
1:2,400

VAC-2025-0007

*Current Land Use*

# 7 S. UNIVERSITY AVE

NORTH




- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

**FEMA Flood Hazard Data**

- 100-Year Floodplain
- Floodway

CITY OF FAYETTEVILLE ARKANSAS

# CITY COUNCIL MEMO
2025-1037

**MEETING OF JULY 15, 2025**

**TO:** Mayor Rawn and City Council

**THRU:** Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

**FROM:** Donna Wonsower, Planner

**SUBJECT:** **RZN-2025-0011: Rezoning (SOUTHWEST OF W. CENTER ST AND N. UNIVERSITY AVE./THE HUB, 522): Submitted by MCCLELLAND CONSULTING ENGINEERS for property located SOUTHWEST OF W. CENTER ST. AND N. UNIVERSITY AVE in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE AND DG, DOWNTOWN GENERAL and contains approximately 2.83 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.**

---

**RECOMMENDATION:**
City Planning staff recommend approval and the Planning Commission recommends denial of a request to rezone the subject property as described and shown in the attached Exhibits ‘A’ and ‘B’ and subject to a bill of assurance in the attached Exhibit 'C'.

**BACKGROUND:**
The subject area is in central Fayetteville directly south of Evergreen Cemetery, approximately 700 feet east of Fayetteville High School's Harmon Field. The 2.83-acre subject area contains multiple parcels and is bound by W. Center St. to the north, S. Hill Ave. to the west, and S. University Ave. to the east. The subject area is currently split-zoned RMF-40, Residential Multifamily, 40 Units per Acre and DG, Downtown General, and has been developed with a range of uses including apartments and a historic residence currently licensed as a short-term rental. The existing structures were built between roughly 1911 and 1960. The property does not fall within any overlay districts or Master Plan areas but is partially encumbered by hydric soils.

*Request:* The request is to rezone the property from RMF-40, Residential Multifamily, 40 Units per Acre and DG, Downtown General to MSC, Main Street Center. A bill of assurance provided to the Planning Commission included use and height restrictions as well as a guarantee that at least 10% of provided units will cater to non-student residents.

*Public Comment:* Staff received multiple public comments on this request, including written statements in opposition, citing stormwater impacts, topography, pending alley vacations, gas lines, economic impacts, redevelopment concerns, and concerns from multiple current residents on the difficulties of finding new housing within walking distance of jobs and services should these be demolished. One public comment included recommended language for a bill of assurance. Additionally, three members of the public spoke at the April 28 Planning Commission meeting in opposition, citing the diverse residents in the heart of the city, existing needs paired with declining resident incomes, and the difficulty of rebuilding the “heart of the city” should the downtown be demolished for student housing. Several stated that the demolition of the existing

apartments would likely force them to move outside city limits.

*Land Use Compatibility:* On the balance of considerations and with the submittal of a proposed bill of assurance, staff finds the request to be compatible with the surrounding context as currently presented. The proposed bill of assurance would limit potentially incompatible uses including Use Unit 17: Transportation Trades and Services, Use Unit 34: Liquor Stores, and Use Unit 45: Small Scale Production, similar to recent rezonings to the west, and also includes limitations on height along the southern property line.

The subject area is in close proximity to public schools, the University of Arkansas campus, and the Fayetteville downtown, and has a high infill score. The existing RMF-40 district would permit a maximum of 52 dwelling units on the 1.3-acre portion with a maximum building height of 2-5 stories, with no density limit and a height maximum of 5 stories on the remaining Downtown General portion. The rezoning would increase permitted heights to 7 stories when located more than 15 feet from the public right-of-way and would also remove the density limitation.

Whereas recent rezonings to Main Street Center were primarily surrounded by existing large apartment buildings and/or large institutional uses or were fully surrounded by public right-of-way, this subject area only abuts a single five-story apartment building to the west. While Eco Modern Flats is a total of three stories, one story is fully below the street grade at S. Hill Ave., therefore only two stories are apparent above street grade. As this apartment complex was fully renovated in the early 2010s, staff finds it is likely to remain in this form for a significant time. As there is currently no public street or right-of-way between the subject area and Eco Modern Flats, the Main-Street Center zoning permits a zero-foot side setback, new building construction could occur within ten feet of the existing building.

Additionally, a portion of the two-story apartment on the north side of W. Center Street is also below grade and the remainder of the property adjacent to the north is composed of Evergreen Cemetery, which was first opened in the 1840s and was added to the National Register of Historic Places in 1997. Given the historic nature of the property and the inherent difficulty in modifying a property that has been used for burials, staff finds this property is unlikely to ever be redeveloped with a structure of significant height. The structures directly to the east are a small two-story, multifamily residential dwelling and a long-standing single-story commercial complex that hosts multiple legacy restaurants, including Geraldi's and Wes BBQ. The subject area has a substantial change in grade from east to west.

The proposed Bill of Assurance would limit building heights to a maximum elevation of 1,395 for the thirty feet adjacent to the southern property line east of the alley (approximately five stories above University Ave.) and to a maximum elevation of 1,416 for the thirty feet adjacent to the southern property line west of the alley (approximately five stories above Hill Ave.). In practical terms, this will result in a building or portion of a building with reduced height along the southern portion of the subject property. No height limitations are proposed outside of this thirty feet adjacent to the southern property line. Staff finds the proposed Bill of Assurances addresses a major compatibility concern of a permitted seven-story building within ten feet of the Eco-Modern Flats Apartments. While staff has remaining concerns about the increased height to the north and east, staff finds these areas are less likely to be heavily impacted by the addition of a tall building due to increased separation of existing structures or uses.

Existing buildings within the proposed rezoning area include multiple historic properties, including the Putman House, which was constructed between 1903-1911 and has been home to four apartments, nine apartments, short-term rentals, and the gallery "Art Ventures" throughout its lifespan. The Beverly Manor Apartments were designed by Warren Seagraves, a well-known local architect who also designed the original Fayetteville Public Library, Fayetteville Federal Building, Center Plaza Building, and University of Arkansas Wesley Chapel. Neither the preservation or demolition of historic structures can be regulated through zoning; however, staff recommends that property owners consult with the City's Long Range & Preservation Planner prior to either

their demolition or alteration so staff may capture photo documentation of existing conditions.

*Land Use Plan Analysis:* On the balance of considerations, staff finds that the rezoning request is inconsistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The Bill of Assurance provided prior to Planning Commission considers a provision of at least 10% non-student housing units. Staff found this guarantee could partially mitigate the loss of existing housing options but that it would not necessarily guarantee that the new units would be attainable.

Staff finds that the rezoning may conflict with City Goal 6: We will Create Opportunities for Affordable Housing. Long-Range Planning studies of university enrollment and development data have found that the city may be reaching saturation of student-focused development and the Fayetteville Housing Assessment completed by City staff in 2023 and 2025 discusses the preservation of affordable housing and notes that "new supply should be carefully balanced with preserving existing affordable housing – housing that can be in prime areas for redevelopment due to growing land values compared to the declining value of aging structures." The surrounding neighborhood has been heavily affected by extensive redevelopment over the past decade with multiple projects proposed within the past year that would clear entire blocks. At least 129 residential dwelling units and multiple commercial spaces have either already been or are proposed to be removed over that timeframe, with an additional 39 residential units proposed to be removed with this development.

The addition of commercial uses on the property could be a benefit to the overall neighborhood and would align with the future land use plan's designation as a City Neighborhood Area; however, staff finds commercial uses are already permitted within the subject area, either by right on the portions currently zoned DG or by conditional use on the portions zoned RMF-40. As such, staff finds that a rezoning to Main Street Center would not necessarily further City Goal #3 to make compact, complete and connected development the standard, as mixed-use development is already possible under the existing zoning. Further, Main Street Center purpose statement states "a greater range of uses is expected and encouraged" and that "Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center." Recent large rezonings to Main Street Center in the area have generally resulted in limited mixed-use with both the Verve and Duncan Ave apartments proposing primarily residential buildings with limited commercial space (approximately 4,200 square feet and 3,000 square feet respectively).

Staff notes that the property owners are legally able to redevelop the subject area by right under the zoning districts and that any redevelopment which is limited to by right uses is not subject to discretionary approval by either the Planning Commission or City Council provided that all applicable city ordinances and development standards are met. Neither the preservation nor demolition of historic structures can be regulated through zoning.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **12** for this site. The following elements of the matrix contribute to the score:
1. 4 Minute Fire Response (Station #1, 303 W. Center St.)
2. Near Sewer Main (8" Sewer Mains on S. Hill Ave., W. Center St., and S. University Ave.)
3. Near Water Main (8" Water Mains on S. Hill Ave. and W. Center St.| 6" Water Main, S. University Ave.)
4. Near Grocery Store (Walmart Neighborhood Market)
5. Near Public School (Fayetteville High School)
6. Near U of A Campus
7. Near City Park (Lower Ramble)
8. Near Paved Trail (Oakridge Trail, Razorback Greenway)
9. Near ORT Bus Stop (Hill and Treadwell)
10 Near Razorback Transit Bus Stop (Hill and Treadwell)
11. Appropriate Future Land Use
12. Sufficient Intersection Density

**DISCUSSION:**
At the May 27, 2025, Planning Commission meeting, a motion to forward the request to the City Council was denied with a vote of 2-5-0. Commissioner Werner motioned and Commissioner Payne seconded. The applicant reaffirmed the suitability of the property for dense development, discussed steps taken to address concerns from neighbors, staff and commissioners through the proposed Bill of Assurance, and reminded commissioners that the development would be required to request a conditional use permit after recent ordinance changes at the City Council. Seven members of the public spoke in opposition to the request, citing negative impacts to existing residents, loss of key historic structures, critical drainage infrastructure on the proposed development area, and the ongoing housing crisis. The president of the Evergreen Cemetery Association also spoke against the request, expressing concern over the potential negative impacts of a large apartment complex directly adjacent to the historic cemetery with no other green space in the immediate proximity. Commissioners discussed how the proposed market rate units would be rented and whether said units would qualify as affordable. The commissioners voting against the request noted the extensive redevelopment already occurring within a four-block radius, removal of existing affordable housing units, negative impacts on existing residents, the scale of development already permitted under the existing zoning districts, minimal mixing of uses in adjacent developments that were recently rezoned to Main Street Center, and lack of consistency with long-term plans. Commissioners voting in favor cited the need for a student housing development to come back for a conditional use permit and the proximity to the University.

**BUDGET/STAFF IMPACT:**
NA

**ATTACHMENTS:** 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Exhibit C - Bill of Assurance, 7. Staff Report

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

**File #:** 2025-1037

**AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-11 FOR APPROXIMATELY 2.83 ACRES LOCATED SOUTHWEST OF WEST CENTER STREET AND NORTH UNIVERSITY AVENUE IN WARD 2 FROM RMF-40, RESIDENTIAL MULTI-FAMILY, 40 UNITS PER ACRE AND DG, DOWNTOWN GENERAL TO MSC, MAIN STREET CENTER, SUBJECT TO A BILL OF ASSURANCE**

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-40, Residential Multi-Family, 40 Units Per Acre and DG, Downtown General to MSC, Main Street Center, subject to the attached Bill of Assurance (Exhibit C).

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.

# WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILL A. KELLSTROM, P.A.
MICHELLE FENDLEY
CATELYN J. GIBBS
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER
LIZBETH CHAVEZ, SECRETARY


June 9, 2025

City Council of Fayetteville, Arkansas
Attn: Kara Paxton, City Clerk
cityclerk@fayetteville-ar.gov

*Also via email to*: bpennington@fayetteville-ar.gov
kwilliams@fayetteville-ar.gov
jmasters@fayetteville-ar.gov
jcurth@fayetteville-ar.gov

**Re: Appeal of RZN-2025-0011 and VAC-2025-0007**

Dear Ms. Paxton:

I represent CS Acquisition Vehicle, LLC ("Applicant") with respect to the planning applications known as "RZN-2025-0011," and "VAC-2025-0007." Please take this letter as the Applicant's appeal, pursuant to Fayetteville Code § 155, of the Planning Commission's denial of the aforementioned applications on May 27th, 2025.

As to RZN-2025-0011, the Planning Commission voted 2-5-0 to recommend approval of the application to City Council, and the item failed to pass. As to VAC-2025-0007, the Planning Commission voted 3-4-0, which also resulted in a failure.

The Applicant hereby appeals both decisions to the City Council, and contends that the Planning Commission was in error as follows:

(1) Failure to properly consider the findings of the Planning Staff;
(2) Failure to consider recent redevelopment in the area, and compatibility with the same;
(3) Failure to consider the Bill of Assurance submitted by the Applicant, as to the rezoning request; and
(4) Failure to follow the guidelines of City Plan 2040, which encourages dense, infill development.


1106 WEST POPLAR STREET
ROGERS, AR 72756
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FX: 479-636-6098
WWW.WATKINSLAWOFFICE.COM



REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD-TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

Please do not hesitate to reach out if anything else is needed in order to properly submit this appeal.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

*/s/ Will A. Kellstrom*

Will A. Kellstrom

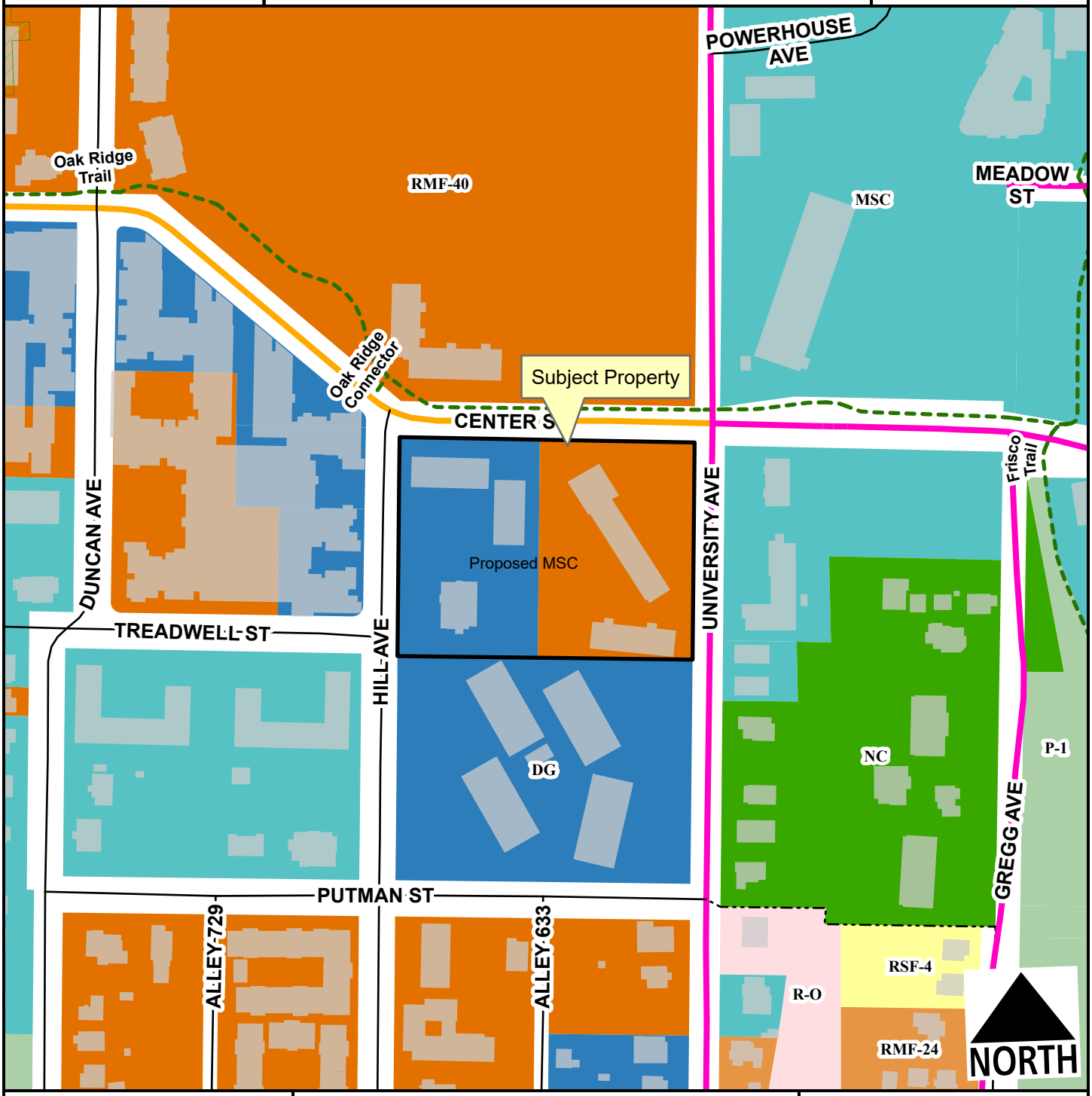
WK:

RZN-2025-0011

*Close Up View*

# 12 S. HILL AVE

**RZN-2025-0011**
**EXHIBIT 'A'**




- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

| Zone | Current | Proposed |
|---|---|---|
| DG | 1.3 | 0.0 |
| MSC | 0.0 | 2.8 |
| RMF-40 | 1.5 | 0.0 |

**Total 2.8 ac**

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 East Stearns Street
Fayetteville, AR 72703
(479) 443.2377 P | (479) 443.9241 F
mce.us.com

**RZN-2025-0011**
**Exhibit B**

May 27, 2025

City of Fayetteville
RE: Legal Description for "The Hub" Rezoning Request

LOTS ONE (1) TO SIX (6), INCLUSIVE, AND LOTS NINETEEN (19) TO TWENTY-FOUR (24), INCLUSIVE, IN BLOCK ONE (1), PUTMAN'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, TOGETHER WITH THE 19.9-FOOT-WIDE ALLEY LYING BETWEEN SAID LOTS.

Sincerely,
McClelland Consulting Engineers, Inc.

Nathan Crouch
Project Coordinator

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE
(479) 443.2377
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**EXHIBIT 'C'**
**RZN-2025-0011**

# BILL OF ASSURANCE
## FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of my request for a zoning reclassification of **MSC** for the following property: **7 S University, 8 S Hill, and 20 S Hill in Fayetteville, AR 72701**, I, as the authorized agent for the owner or buyer of this property, **CS Acquisition Vehicle, LLC** (hereinafter called "Petitioner") hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

**The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas.** The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

**Petitioner hereby voluntarily offers assurances** that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's requested rezoning is approved by the Fayetteville City Council:

1. The area proposed to be rezoned to (**MSC**) shall be subject to the following modifications to the otherwise Permitted Uses:

   **Use units 14, 17, and 34 shall be prohibited.**

2. Other restrictions including height of, number, and type of structures upon the property are limited to:
   a) **20 S Hill – In addition to the underlying height limitation per MSC zoning, the top of the building parapet shall be limited to a maximum elevation of no more than 1,416 ft above sea level for areas that are within the southern thirty feet of the 20 S Hill parcel, labeled for clarity as "Subarea A" in Exhibit A attached to this Bill of Assurance.**
   b) **7 S University - In addition to the underlying height limitation per MSC zoning, the top of the building parapet shall be limited to a maximum elevation of no more than 1,395 ft above sea level for areas that are**

**within the southern thirty feet of the 7 S University parcel, labeled for clarity as "Subarea B" in Exhibit A attached to this Bill of Assurance.**

3. Specific activities that will not be allowed upon Petitioner's property include:

   **No change to the underlying standards per MSC zoning.**

4. Any other terms or conditions:

   **Petitioner shall voluntarily provide a number of residential units designed to appeal to the public at large rather than solely to students (the "Traditional Multifamily Units"). Such Traditional Multifamily Units shall comprise no less than 10% of the final unit count and shall not include any units with more than two bedrooms.**

   **Notwithstanding, Petitioner's voluntary provision of said Traditional Multifamily Units shall not be construed by the City so as to create duplicative or additional obligation on the part of Developer in the event that future City ordinances are passed requiring developers of similar types of developments to provide units similar to said Traditional Multifamily Units.**

   **Petitioner shall retain the ability, subject to staff approval, to use said Traditional Multifamily Units to satisfy or partially satisfy any future requirement for such similar unit types that may be later imposed upon projects that contain units with more than two bedrooms.**

**Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council**. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office as part of the rezoning ordinance. After Petitioner's rezoning is effective, the Bill of Assurance shall be noted on any Final Plat, Large Scale Development, or other development approval which includes some or all of Petitioner's property affected by the rezoning.

**IN WITNESS WHEREOF** and in agreement with all the terms and conditions

stated above, I, **Chad Matesi,** as the authorized agent of Petitioner **voluntarily offer** all such assurances and sign my name below.

| | |
|---|---|
| _____ | **Chief Development Officer** |
| Printed Name of Authorized Agent | Position or Title of Authorized Agent |
| _____ | **May 22, 2025** |
| Signature | Date |

**NOTARY OATH**

**STATE OF ILLINOIS** )
**COUNTY OF COOK** )

On this, the _____ day of _____, 20___, before me, the undersigned notary, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon their oath, swore or affirmed that they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the Bill of Assurance in an attempt to have their property rezoned as requested.

_____
**NOTARY PUBLIC**

My Commission Expires:

_____

# EXHIBIT A

W Center St
650
644
20
8
12
7
SUBJECT SITE
20
SUBAREA A
30'-0"
SUBAREA B
30'-0"
2
4
6
8
14
16
18
20
24
26
32
38
42
140
150
130
DG
180
170
49
S Hill Ave

CITY OF FAYETTEVILLE ARKANSAS

# PLANNING COMMISSION MEMO

**TO:** Fayetteville Planning Commission

**THRU:** Jessie Masters, Development Review Manager

**FROM:** Donna Wonsower, Planner

**MEETING DATE:** May 27, 2025 (UPDATED WITH MEETING RESULTS)

**SUBJECT:** **RZN-2025-0011: Rezoning (SOUTHWEST OF W. CENTER ST AND N. UNIVERSITY AVE./THE HUB, 522):** Submitted by MCCLELLAND CONSULTING ENGINEERS for property located SOUTHWEST OF W. CNTER ST. AND N. UNIVERSITY AVE. The property is zoned RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE AND DG, DOWNTOWN GENERAL and contains approximately 2.83 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.

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**RECOMMENDATION:**
Staff recommends forwarding **RZN-2025-0011** to City Council with a recommendation of approval.

**RECOMMENDED MOTION:**
*"I move to forward **RZN-2025-0011** to the City Council with a recommendation of approval."*

**APRIL 28, 2025, PLANNING COMMISSION MEETING**
At the April 28, 2025, Planning Commission meeting, the item was tabled to provide staff time to evaluate a proposed Bill of Assurance. There was discussion on what staff and the commission can consider in a rezoning request, why the rezoning to Main Street Center was needed, and potential implications of pending parking amendments. Additionally, there was extensive discussion on the need for additional student housing developments, the proposed condition to include market rate, by-the-unit rentals, how many units that would be, and whether those units would ultimately be affordable to residents. Multiple members of the public spoke at the meeting, and their comments are further discussed in the public comments section of the report. In the interim, a revised Bill of Assurance has been provided, which is attached and has been evaluated in the following report.

**BACKGROUND:**
The subject area is in central Fayetteville directly south of Evergreen Cemetery, approximately 700 feet east of Harmon Field and 1,400 feet northeast of the Fayetteville High Schol. The 2.83-acre subject area contains multiple parcels and is bound by W. Center St. to the north, S. Hill Ave. to the west, and S. University Ave. to the west. The subject area is currently split zoned RMF-40, Residential Multifamily, 40 Units per Acre and DG, Downtown General, and has been developed with a range of uses including apartments and a historic residence currently being utilized as a short-term rental. The existing structures were built between roughly 1911 and 1960. The property does not fall within any overlay districts or Master Plan areas but is partially encumbered by hydric soils. Surrounding land uses and zoning is depicted in *Table 1.*

**Table 1**
**Surrounding Land Use and Zoning**

| Direction | Land Use | Zoning |
|---|---|---|
| North | Residential Multifamily<br>Historic Cemetery | RMF-40, Residential Multifamily, 40 Units per Acre |
| South | Residential Multifamily | DG, Downtown General |
| East | Residential Multifamily<br>Mixed Commercial / Restaurants | MSC, Main Street Center |
| West | Residential Multifamily | DG, Downtown General |

***Request:*** The request is to rezone the property from RMF-40, Residential Multifamily, 40 Units per Acre and DG, Downtown General to MSC, Main Street Center. A revised Bill of Assurance has been offered and is discussed in the report below.

*Public Comment:* Staff has received multiple public comments on this request, including written comments in opposition which cited stormwater impacts, topography, pending alley vacations, gas lines, economic impacts, redevelopment concerns, and concerns from multiple current residents on the difficulties of finding new residences within walking distance of jobs and services should these be demolished. One public comment included recommended language for proposed Bill of Assurance. Additionally, three members of the public spoke at the April 28 Planning Commission meeting in opposition, citing the diverse residents in the heart of the city, existing needs paired with declining resident incomes, and the difficulty of rebuilding the "heart of the city" should the downtown be demolished for student housing. Several stated that the demolition of the existing apartments would likely force them to move outside of city limits.

## INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

**Streets:** The property has frontage along multiple streets including, S. Hill Avenue. a fully improved Residential Link with asphalt paving, curb, gutter, and sidewalk; W. Center Street, a partially improved Neighborhood Link with asphalt paving, curb, and gutter; and S University Avenue, a partially improved Urban Center Street with asphalt paving. Any street or drainage improvements required in these areas would be determined at the time of development proposal.

**Water:** Public water is available to the subject area. There is an 8-inch and a 4-inch water main along the west side of property along S. Hill Avenue, as well as an 8-inch and a 4-inch water main along W. Center Street. There is also a 6-inch water main along S. University Avenue. No known utility capacity issues are present that would impact development.

**Sewer:** Sanitary sewer is available to the subject area. There is an 8-inch sewer main along S. Hill Avenue, an 8-inch sewer main along W. Center Street, and an 8-inch sewer main along S. University Avenue. No known utility capacity issues are present that would impact development.

**Fire:** Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.4 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out

time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

**Police:** The Police Department expressed no concerns with this request.

**Drainage:** No portion of the property is within a FEMA floodplain, the Hillside-Hilltop Overlay District or includes a protected stream. Hydric soils are present and are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required.

**Tree Preservation:**

The proposed zoning district of MSC, Main Street Center requires **10% minimum canopy preservation.** The current zoning district of RMF-40, Residential Multifamily, 40 Units per Acre and DG, Downtown General require **20% and 10% minimum canopy preservation respectively**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood.**

**City Neighborhoods** are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **12** for this site, with a weighted score of **17.** The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8" Sewer Mains on S. Hill Ave., W. Center St., and S. University Ave.)
- Near Water Main (8" Water Mains on S. Hill Ave. and W. Center St.| 6" Water Main, S. University Ave.)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (Lower Ramble)
- Near Paved Trail (Oakridge Trail, Razorback Greenway)
- Near ORT Bus Stop (Hill and Treadwell)
- Near Razorback Transit Bus Stop (Hill and Treadwell)

- Appropriate Future Land Use
- Sufficient Intersection Density

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:* On the balance of considerations and with the submittal of a proposed bill of assurance, staff finds the request to be compatible with the surrounding context as currently presented. The proposed bill of assurance would limit potentially incompatible uses including Use Unit 17: Transportation Trades and Services, Use Unit 34: Liquor Stores, and Use Unit 45: Small Scale Production, similar to recent rezonings to the west, and also includes limitations on height along the southern property line.**

**The subject area is in close proximity to public schools, the University of Arkansas campus, and the Fayetteville downtown, and has a high infill score. The existing RMF-40 district would permit a maximum of 52 dwelling units on the 1.3-acre portion with a maximum building height of 2-5 stories, with no density limit and a height maximum of 5 stories on the remaining Downtown General portion. The rezoning would increase permitted heights to 7 stories when located more than 15 feet from the public right-of-way and would also remove the density limitation.**

**Whereas recent rezonings to Main Street Center were primarily surrounded by existing large apartment buildings and/or large institutional uses or were fully surrounded by public right-of-way, this subject area only abuts a single five-story apartment building to the west. While Eco Modern Flats is a total of three stories, one story is fully below the street grade at S. Hill Ave., therefore only two stories are apparent above street grade. As this apartment complex was fully renovated in the early 2010s, staff finds it is likely to remain in this form for a significant time. As there is currently no public street or right-of-way between the subject area and Eco Modern Flats, the Main-Street Center zoning permits a zero-foot side setback, new building construction could occur within ten feet of the existing building.**

**Additionally, a portion of the two-story apartment on the north side of W. Center Street is also below grade and the remainder of the property adjacent to the north is composed of Evergreen Cemetery, which was first opened in the 1840s and was added to the National Register of Historic Places in 1997. Given the historic nature of the property and the inherent difficulty in modifying a property that has been used for burials, staff finds this property is unlikely to ever be redeveloped with a structure of significant height. The structures directly to the east are a small two-story, multifamily residential dwelling and a long-standing single-story commercial complex that hosts multiple legacy restaurants including Geraldi's and Wes BBQ. The subject area has a substantial change in grade from east to west.**

**The proposed Bill of Assurance would limit building heights to a maximum elevation of 1,395 for the thirty feet adjacent to the southern property line east of the alley (approximately five stories above University Ave.) and to a maximum elevation of 1,416 for the thirty feet adjacent to the southern property line west of the alley (approximately five stories above Hill Ave.). No height limitations are proposed outside of the thirty feet adjacent to the southernmost property line. Staff finds the proposed Bill of Assurances addresses a major compatibility concern of a permitted seven-story building within ten feet of the Eco-Modern Flats Apartments. While staff has remaining concerns about the increased height to the north and east, staff finds these areas are less likely to be heavily impacted by the addition of a tall building due to increased separation of existing structures or uses.**

**Existing buildings within the proposed rezoning area include multiple historic properties, including the Putman House, which was constructed between 1903-1911 and has been home to four apartments, nine apartments, short-term rentals, and the gallery "Art Ventures" throughout its lifespan. The Beverly Manor Apartments were designed by Warren Seagraves, a well-known local architect who also designed the original Fayetteville Public Library, Fayetteville Federal Building, Center Plaza Building, and University of Arkansas Wesley Chapel. Neither the preservation or demolition of historic structures can be regulated through zoning; however, staff recommends that property owners consult with the Long Range & Preservation Planner prior to either their demolition or alteration so that staff can capture photo documentation of existing conditions.**

***Land Use Plan Analysis:*** **On the balance of considerations, staff finds that the request is inconsistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. While staff finds that the proposed Bill of Assurance has addressed staff concerns with compatibility with the existing neighborhood, outstanding concerns remain with consistency with adopted city plans.**

**Staff finds that the proposed conflicts with City Goal 6: We will create opportunities for affordable housing as currently presented. The Fayetteville Housing Assessment completed by City staff in October 2023 discusses the preservation of affordable housing and notes that "new supply should be carefully balanced with preserving existing affordable housing – housing that can be in prime areas for redevelopment due to growing land values compared to the declining value of aging structures." The surrounding neighborhood has been heavily affected by extensive redevelopment over the past decade with multiple projects proposed within the past year that would clear entire blocks. At least 129 residential dwelling units and multiple commercial spaces have either already been or are proposed to be removed over that timeframe, with an additional 39 residential units proposed to be removed with this development. While the proposed Bill of Assurance would guarantee at least 10% of the units to be constructed in a manner that cater to the general public rather than solely to students, staff finds this would not necessarily result in the preservation or production of affordable or attainable housing. The median household income in Fayetteville as of 2022 is $52,991, which would require a rent of $1,325 per month in order not to be**

**considered housing burdened. The average cost of a 1-bedroom unit constructed after 2019 is $1,084.40 and the average cost of a 2-bedroom unit constructed after 2019 is $1,440.03, which would exceed this metric for those earning the median income. However, staff does find that the inclusion of non-student housing will partially offset the removal of existing units.**

**The addition of commercial uses on the property could be a benefit to the overall neighborhood and would align with the future land use plan's designation as a City Neighborhood Area; however, staff finds commercial uses are already permitted within the subject area, either by right on the portions currently zoned DG or by conditional use on the portions zoned RMF-40. As such, staff finds that a rezoning to Main Street Center would not necessarily further City Goal #3 to make compact, complete and connected development the standard, as mixed-use development is already possible under the existing zoning. Further, Main Street Center purpose statement states "a greater range of uses is expected and encouraged" and that "Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center." Recent large rezonings to Main Street Center in the area have generally resulted in limited mixed-use with both the Verve and Duncan Ave apartments proposing primarily residential buildings with limited commercial space (approximately 4,200 square feet and 3,000 square feet respectively).**

**Staff acknowledges that the property owners are legally able to redevelop the subject area by right under the zoning districts and that any redevelopment which includes only uses permitted by right is not subject to discretionary approval by either the Planning Commission or City Council provided that all applicable city ordinances and development standards are met. However, in this case, staff also finds that approval of the rezoning to MSC does not contribute to city objectives to increase housing choice within close proximity to alternative means of transportation, maintain the quality and quantity of existing affordable housing units, encourage historic preservation and adaptive re-use of buildings, discourage demolition of historic resources, and preserve the historic character and integrity of neighborhoods. Further, Long-Range Planning studies of university enrollment and development data have found that the city may be reaching saturation of student-focused development.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

**Finding:** **On the balance, staff finds the proposed zoning could be considered justified and/or necessary at this time. The proposal has mixed consistency with city goals that lean both for and against the proposed rezoning. Property owners can legally redevelop the parcels with new multifamily dwellings and commercial uses by right under the existing zoning districts; however, a more permissive zoning district could permit additional density and other uses when and if those properties are redeveloped.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

**Finding:** **A rezoning from RMF-40 to MSC has the potential to increase traffic at this location when considering that MSC would allow for more dense development than the existing zoning which has a stated density limitation. The lots under consideration have direct access to public streets and staff finds that given the property's location on a transit route close to the university and the Fayetteville High School campus, many trips have the capacity to be completed through alternative transportation such as walking, biking, or transit. Any necessary street improvements and potential traffic impacts would be determined at the time of development. Additionally, an amendment to the parking ordinance was recently approved by City Council that both limits available parking reductions and requires the provision of a parking management plan.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

**Finding:** **The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property is in close proximity to public streets and existing water and sewer mains with no known capacity issues. Any necessary upgrades or improvements to existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

**Finding:** **N/A**

**RECOMMENDATION: Staff recommends forwarding RZN-2025-0011 to City Council with a recommendation of approval.**

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**PLANNING COMMISSION ACTION:** **Required** **YES**

**Date:** **May 27, 2025** ❒ **Tabled** ❒ **Forwarded** ☒ **Denied**

**Motion:** WERNER "**I move to forward RZN-2025-0011 to the City Council with a recommendation of approval.**"

**Second:** PAYNE

**Vote:** 2-5-0 (CABE AND PAYNE IN FAVOR)

**BUDGET/STAFF IMPACT:**
None

**Attachments:**

- Unified Development Code:
  - §161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre
  - §161.27 Main Street/Center
  - §161.28 Downtown General
- Applicant Request Letter
- Proposed Bill of Assurance
- Staff Exhibits
  - Long Range Planning Memo
  - Previous MSC Rezoning Request Comparisons
  - Parking Reductions Analysis
  - Height Analysis Exhibits
  - Historic Cemetery Entry Images
  - Neighborhood Analysis
  - Fayetteville Housing Assessment Excerpts
  - Active Transportation Plan Excerpts and Map
  - Proximity to Tier Center Exhibit
  - City Plan 2040 Excerpts
  - Traffic Accidents Exhibits
- Public Comment
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

**161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre**

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(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 26 | Multi-family dwellings |
| Unit 41 | Accessory dwellings |
| Unit 44 | Cluster Housing Development |
| Unit 46 | Short-term rentals |

(2) *Conditional Uses.*

| | |
|---|---|
| Unit 2 | City-wide uses by CUP |
| Unit 3 | Public protection and utility facilities |
| Unit 4 | Cultural and recreational facilities |
| Unit 5 | Government facilities |
| Unit 11 | Manufactured home park |
| Unit 12a | Limited business |
| Unit 24 | Home occupation |
| Unit 25 | Professional offices |
| Unit 36 | Wireless communications facilities |

(C) *Density.*

| | |
|---|---|
| Units per acre | Forty (40) or less |

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

| | |
|---|---|
| Manufactured home park | 100 feet |
| Lot within a Manufactured home park | 50 feet |
| Single-family | 30 feet |
| Two (2) family | 30 feet |
| Three (3) family or more | 70 feet |
| Professional offices | 100 feet |

**161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre**

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(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 26 | Multi-family dwellings |
| Unit 41 | Accessory dwellings |
| Unit 44 | Cluster Housing Development |
| Unit 46 | Short-term rentals |

(2) *Conditional Uses.*

| | |
|---|---|
| Unit 2 | City-wide uses by CUP |
| Unit 3 | Public protection and utility facilities |
| Unit 4 | Cultural and recreational facilities |
| Unit 5 | Government facilities |
| Unit 11 | Manufactured home park |
| Unit 12a | Limited business |
| Unit 24 | Home occupation |
| Unit 25 | Professional offices |
| Unit 36 | Wireless communications facilities |

(C) *Density.*

| | |
|---|---|
| Units per acre | Forty (40) or less |

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

| | |
|---|---|
| Manufactured home park | 100 feet |
| Lot within a Manufactured home park | 50 feet |
| Single-family | 30 feet |
| Two (2) family | 30 feet |
| Three (3) family or more | 70 feet |
| Professional offices | 100 feet |

(2) *Lot Area Minimum.*

| | |
|---|---|
| Manufactured home park | 3 acres |
| Lot within a mobile home park | 4,200 square feet |
| Townhouses: Individual lot | 2,000 square feet |
| Single-family | 2,500 square feet |
| Two (2) family | 3,000 square feet |
| Three (3) family or more | 7,000 square feet |
| Fraternity or Sorority | 1 acre |

(3) *Land Area Per Dwelling Unit*.

| | |
|---|---|
| Manufactured Home | 3,000 square feet |
| Fraternity of Sorority | 500 square feet per resident |

(E) *Setback Requirements.*

| Front | Side Other Uses | Side Single & Two (2) Family | Rear Other Uses | Rear Single Family |
|---|---|---|---|---|
| A build-to zone that is located between the front property line and a line 25 feet from the front property line. | 8 feet | 5 feet | 20 feet | 5 feet |

(F) *Building Height Regulations.*

| | |
|---|---|
| Building Height Maximum | 2 stories/3 stories/5 stories* |

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single-family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 8, 9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21; Ord. No. 6658 , §7(Exh. F), 5-2-23)

Editor's note(s)—Ord. No. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

**161.27 Main Street/Center**

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(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 14 | Hotel, motel, and amusement facilities |
| Unit 16 | Shopping goods |
| Unit 17 | Transportation trades and services |
| Unit 19 | Commercial recreation, small sites |
| Unit 24 | Home occupations |
| Unit 25 | Offices, studios, and related services |
| Unit 26 | Multi-family dwellings |
| Unit 34 | Liquor stores |
| 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 18 | Gasoline service stations and drive-in/drive-through restaurants |
| Unit 28 | Center for collecting recyclable materials |
| Unit 29 | Dance halls |
| 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 (all unit types) | 18 feet |

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

| | |
|---|---|
| Front | A build-to zone that is located between the front property line and a line 25 feet from the front property line. |
| Side | None |
| Rear | 5 feet |
| Rear, from center line of an alley | 12 feet |

(F) *Minimum Buildable Street Frontage.* 75% of lot width.

(G) *Building Height Regulations.*

| | |
|---|---|
| Building Height Maximum | 5 stories/7 stories* |

* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

## 161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

| | |
|---|---|
| Unit 1 | City-wide uses by right |
| Unit 4 | Cultural and recreational facilities |
| Unit 5 | Government facilities |
| Unit 8 | Single-family dwellings |
| Unit 9 | Two-family dwellings |
| Unit 10 | Three (3) and four (4) family dwellings |
| Unit 13 | Eating places |
| Unit 15 | Neighborhood shopping goods |
| Unit 24 | Home occupations |
| Unit 25 | Offices, studios, and related services |
| Unit 26 | Multi-family dwellings |
| Unit 40 | Sidewalk Cafes |
| Unit 41 | Accessory dwellings |
| Unit 44 | Cluster Housing Development |
| Unit 45 | Small scale production |
| Unit 46 | Short-term rentals |

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

| | |
|---|---|
| Unit 2 | City-wide uses by conditional use permit |
| Unit 3 | Public protection and utility facilities |
| Unit 14 | Hotel, motel and amusement services |
| Unit 16 | Shopping goods |
| Unit 17 | Transportation trades and services |
| Unit 19 | Commercial recreation, small sites |
| Unit 28 | Center for collecting recyclable materials |
| Unit 36 | Wireless communication facilities |

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

| | |
|---|---|
| Dwelling (all unit types) | 18 feet |

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations*.

| | |
|---|---|
| Front | A build-to zone that is located between the front property line and a line 25 feet from the front property line. |
| Side | None |
| Rear | 5 feet |
| Rear, from center line of an alley | 12 feet |

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

| | |
|---|---|
| Building Height Maximum | 5 stories |

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

April 21, 2025

To: City of Fayetteville Planning Commission and City Council

RE: The Hub – Rezoning Request

Planning Commission and City Council members,

On behalf of the developer, Core Spaces, McClelland Consulting Engineers requests rezoning approval of parcels 765-09774-000, 765-09771-000, and 765-09772-000. The subject property is east of "Atmosphere", a multi-family residential development, north of Eco Modern Flats, a multi-family residential development, and south of Evergreen Cemetery.

Bordered on three sides by S. Hill Avenue, W. Center Street, and S. University Avenue, this request to rezone these properties is in preparation for The Hub, a mixed-use multi-family residential development MCE will be submitting in the near future.

Requested zoning: MSC (Main Street Center)

Current zoning:
765-09774-000: RMF-40 (Residential Multi-Family- 40 units per acre)
765-19771-000: DG (Downtown General)
765-09772-000: DG (Downtown General)

The current land use of the property is multifamily residential. The future land use map shows all three subject parcels, as well as all the adjacent parcels, with exception to the cemetery to the north, as City Neighborhood.

Plans for a mixed-use, multi-family residential development are underway and will be submitted for review once the Rezoning and right of way Vacation requests have been approved. The proposed development will be similar in nature to the nearby mixed-use residential developments, with apartment buildings, parking, and other associated features such as stormwater detention, providing additional student housing in this neighborhood. Commercial space programming is still tentative, but the intent is to include a coffee shop at 2,000 sf or less, as part of Core's standard amenity program.

With Downtown General zoning to the south and west, and Main Street/Center zoning to the east and southwest, and RMF-40 to the north, the request to rezone the subject parcels to MSC is in-line with the trend in this neighborhood of developing modern, attractive multi-family residential uses with mixed-use commercial components placed sensitively into the context of the development.

The commercial component of the proposed mixed-use development will be a coffee shop, which, practically speaking, will be very applicable to the programming needs of the development and is something that will be constantly used by the student residents. However, with the MSC zoning the

commercial space could be easily changed over from coffee shop to another commercial use over time, depending on demand.

The proposed development will promote walkability throughout the neighborhood and the other nearby commercial uses. The adjacency of the existing MSC and DG zoning districts are currently considered compatible, and showing signs of increased walkability in the vicinity. And by rezoning the subject property to MSC, extending the zoning district up the street, the opportunities for developing the property as a unique multi-family housing development will be greater than if it were to remain DG zoning because the requirements allow for a greater range of commercial uses. The additional uses allowed by right with MSC zoning are Use Unit 14- hotel, motel, and amusement facilities.

Please let me know if you have any questions.

Sincerely,

McClelland Consulting Engineers, Inc.

Nathan Crouch, Project Coordinator
MCE-Fayetteville
(479) 443.2377
ncrouch@mce.us.com

# BILL OF ASSURANCE
## FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of my request for a zoning reclassification of **MSC** for the following property: **7 S University, 8 S Hill, and 20 S Hill in Fayetteville, AR 72701**, I, as the authorized agent for the owner or buyer of this property, **CS Acquisition Vehicle, LLC** (hereinafter called "Petitioner") hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

**The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas.** The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

**Petitioner hereby voluntarily offers assurances** that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's requested rezoning is approved by the Fayetteville City Council:

1. The area proposed to be rezoned to (**MSC**) shall be subject to the following modifications to the otherwise Permitted Uses:

   **Use units 14, 17, and 34 shall be prohibited.**

2. Other restrictions including height of, number, and type of structures upon the property are limited to:
   a) **20 S Hill – In addition to the underlying height limitation per MSC zoning, the top of the building parapet shall be limited to a maximum elevation of no more than 1,416 ft above sea level for areas that are within the southern thirty feet of the 20 S Hill parcel, labeled for clarity as "Subarea A" in Exhibit A attached to this Bill of Assurance.**
   b) **7 S University - In addition to the underlying height limitation per MSC zoning, the top of the building parapet shall be limited to a maximum elevation of no more than 1,395 ft above sea level for areas that are**

**within the southern thirty feet of the 7 S University parcel, labeled for clarity as "Subarea B" in Exhibit A attached to this Bill of Assurance.**

3. Specific activities that will not be allowed upon Petitioner's property include:

   **No change to the underlying standards per MSC zoning.**

4. Any other terms or conditions:

   **Petitioner shall voluntarily provide a number of residential units designed to appeal to the public at large rather than solely to students (the "Traditional Multifamily Units"). Such Traditional Multifamily Units shall comprise no less than 10% of the final unit count and shall not include any units with more than two bedrooms.**

   **Notwithstanding, Petitioner's voluntary provision of said Traditional Multifamily Units shall not be construed by the City so as to create duplicative or additional obligation on the part of Developer in the event that future City ordinances are passed requiring developers of similar types of developments to provide units similar to said Traditional Multifamily Units.**

   **Petitioner shall retain the ability, subject to staff approval, to use said Traditional Multifamily Units to satisfy or partially satisfy any future requirement for such similar unit types that may be later imposed upon projects that contain units with more than two bedrooms.**

**Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council**. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office as part of the rezoning ordinance. After Petitioner's rezoning is effective, the Bill of Assurance shall be noted on any Final Plat, Large Scale Development, or other development approval which includes some or all of Petitioner's property affected by the rezoning.

**IN WITNESS WHEREOF** and in agreement with all the terms and conditions

stated above, I, **Chad Matesi,** as the authorized agent of Petitioner **voluntarily offer** all such assurances and sign my name below.

| | |
|---|---|
| _____ | **Chief Development Officer** |
| Printed Name of Authorized Agent | Position or Title of Authorized Agent |
| _____ | **May 22, 2025** |
| Signature | Date |

**NOTARY OATH**

**STATE OF ILLINOIS** )
**COUNTY OF COOK** )

On this, the _____ day of _____, 20___, before me, the undersigned notary, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon their oath, swore or affirmed that they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the Bill of Assurance in an attempt to have their property rezoned as requested.

_____
**NOTARY PUBLIC**

My Commission Expires:

_____

# EXHIBIT A

W Center St
650
644
20
8
12
7
SUBJECT SITE
20
SUBAREA A
30'-0"
SUBAREA B
30'-0"
2
4
6
8
14
16
18
20
24
26
32
38
42
140
150
130
DG
180
170
49
S Hill Ave

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

**TO:** Donna Wonsower, Planner

**FROM:** Kylee Cole, Long Range & Preservation Planner

**MEETING DATE:** April 28, 2025

**SUBJECT:** **Long Range Planning Comments Regarding RZN-2025-0011**

**RECOMMENDATION:**
**Advisory Only:** Property owner should consult with Long Range & Preservation Planner prior to demolition or alteration of historic structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

**BACKGROUND:**
The applicant requests to rezone approximately 2.83 acres from RMF-40, Residential Multifamily, 40 Units Per Acre and DG, Downtown General to MSC, Mainstreet Center. Three long range planning documents are relevant when evaluating this request: *City Plan 2040*, the *Heritage & Historic Preservation Plan,* and the *2023 Fayetteville Housing Assessment.*

*City Plan 2040 (2020):*

- 3.1.6 – Encourage historic preservation and adaptive reuse of buildings (p.24)
- 3.1.7 – Encourage protection of community character in established neighborhoods (p.25)
- 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.44)
- 3.6.2 - Maintain the quality and quantity of existing attainable housing. (p.44)

*Heritage & Historic Preservation Plan (2023):*
The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.
*Heritage and Historic Preservation Master Plan Relevant Goals and Action Items*

| | | |
|---|---|---|
| 1.9 | Plan Review | Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources. |
| 1.10 | Demolition Ordinance | Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed. |
| 4.9 | Community Engagement: Transparency | Publish information about historic preservation reviews and demolitions of historic properties to increase transparency. |

**DISCUSSION:**

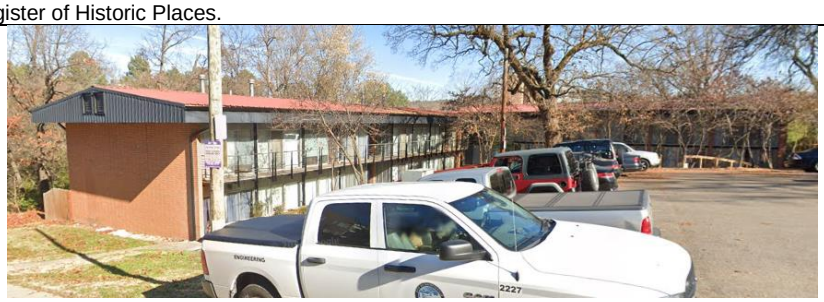
**Impact on Historic Properties:**

The proposed rezoning of the properties subject to RZN-2025-0011 has the potential to adversely impact historic properties via future demolition. Rezonings often precede projects that involve substantial demolition and redevelopment of sites. Although the City does not have a demolition review ordinance in place currently, it is important to review and acknowledge the proposal's impact on historic properties as part of the *City Plan 2040* objectives.

*Documentation of Identified Historic Structures:*

Long Range Planning staff have been awarded a grant from the Arkansas Historic Preservation Program to support a survey of historic structures within the Fayetteville city limits. This survey is scheduled to begin in summer 2025. Current survey information is incomplete. Two properties subject to this request are eligible for the Arkansas Register and National Register of Historic Places according to initial consultation with staff at the Arkansas Historic Preservation Program.

*List of Impacted Historic Properties:*

| Address | Photo & Description |
|---|---|
| 20 S. Hill Ave. | <br>The Putman House is a two-story Free Classic style house constructed ca. 1911. This house represents a common theme of design during this period when styles were evolving and builders began adopting elements from many different styles. This house is a well-known local landmark and appears eligible for nomination to the National Register of Historic Places. |
| 8 & 12 S. Hill Ave. |  <br>Constructed ca. 1965, these low-rise apartment buildings represent a typical utilitarian style of multi-family dwelling constructed during a period of rapid growth in the city. Additional photos are needed to determine if this property is eligible for the state or national register. |
| 7 S. University Ave. | <br>The Beverly Manor Apartments were constructed ca. 1960 with an addition in 1965. This garden-style apartment was designed by notable local architect **Warren Seagraves.** The development provided access to a lawn area and pond, amenities that are relatively rare for multifamily dwellings from the period. This property is eligible for nomination to NRHP. |

Staff recognizes that any of these properties could be redeveloped at any time under their current zoning, which could result in a loss of historic structures. However, staff is also sensitive to the impact of increased height (up to 7 stories) possible with the rezoning request that would impact the historic Evergreen Cemetery to the north. The Cemetery is included in the National Register of Historic Places and adjacent development, particularly with increased height may impact the Cemetery's integrity of setting and feeling, both important components of a historic cemetery.

**Impact on Existing Attainable Housing:**
The proposed rezoning has the potential to remove existing affordable housing as it is paired with a conceptual redevelopment plan. Although the Unified Development Code does not differentiate between student housing and other multi-family housing types, it is important to consider the impacts of this housing as it relates to several objectives of *City Plan 2040*:

- 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.44)
- 3.6.2 - Maintain the quality and quantity of existing attainable housing. (p.44)

The associated redevelopment plan as proposed in CPL-2025-0007 (a conceptual plan submitted to staff for initial review) indicates the removal of the existing buildings that include:

- 20 S. Hill Ave. – 3 unit Type 2 short-term rental
- 8 & 12 S. Hill Ave. – 14 unit multi-family dwelling
- 7 S. University Ave. – 25 unit multi-family dwelling

In addition to adopted plans and their objectives, the *2023 Housing Assessment* offers a complimentary lens through which to consider the request. As outlined in the document, "almost by definition when a unit of older housing is razed, a unit of affordable housing is lost forever" and rents for new construction are unaffordable for at least half of Fayetteville households. In other words, new construction is inherently more expensive to residents than existing housing. Although these lost units would be replaced with higher density student housing (approximately 736 bedrooms), the redevelopment of these sites would equate to the loss of 39 attainable housing units serving a variety of tenants including downtown employees and business owners, young professionals, empty nesters, and students. This is in direct conflict with stated goals in *City Plan 2040* and represents a continued pattern of displacing residents in what has been a relatively affordable neighborhood.

Over the past decade, this neighborhood has experienced a disproportionate amount of redevelopment, and a single rezoning request cannot be successfully evaluated outside of this larger context:

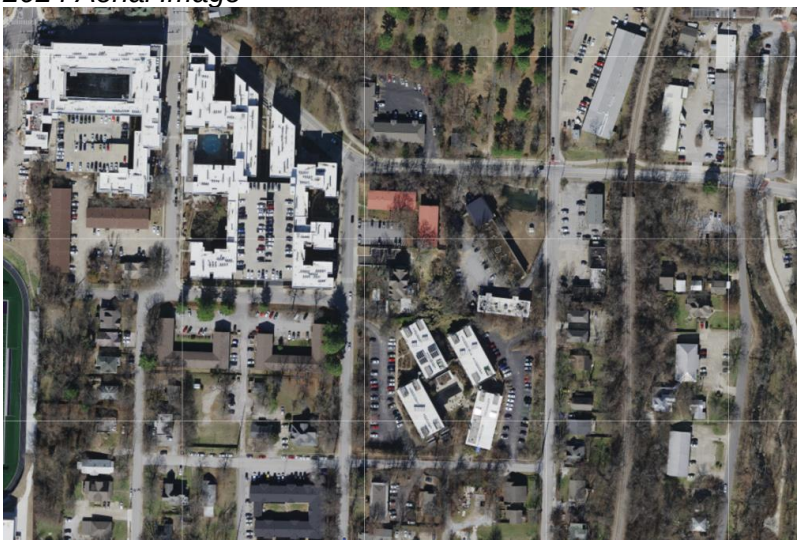
| **Project** | **Status** | **# Bedrooms** | **Context** |
|---|---|---|---|
| The Cardinal | 2014 | 480 | Demo information for preceding structures not immediately available. |
| Atmosphere | 2016 | 640 | Demo of approximately 13 mixed units, 10 MFD units, and 1 university property |
| Center St. | In Construction | 674 | Demo of multiple affordable commercial spaces |

| | | | |
|---|---|---|---|
| Treadwell (LSD-2024-0029 in review) | In Review | 847 | Demo of: Summit Terrace Apts. (40 MFD units), 98 Duncan Apts. (6 units), mix of single-, 2-, and 4- family units (6 units) |
| Duncan Ave. (LSD-2025-0007) | In Review | 1011 | Demo of: Harmon Place Apts. (38 MFD units), mix of single-, 2-, 3-, and 4-family dwellings (16 units), |
| **TOTAL** | | 3652 | Demo of 129+/- dwelling units, multiple commercial spaces |

This neighborhood was once an area with a variety of housing types to serve not only university students but also faculty and staff, families, and young professionals working downtown. Over the past ten years, redevelopment in this area has signaled a departure from stated goals captured in City Plan 2030 and 2040 as housing options have decreased and existing attainable housing has been lost. Although previous rezoning and development requests in this general area may have been supportable previously, the scale has since tipped and additional student-centered development is absorbing housing more widely available to non-student residents.

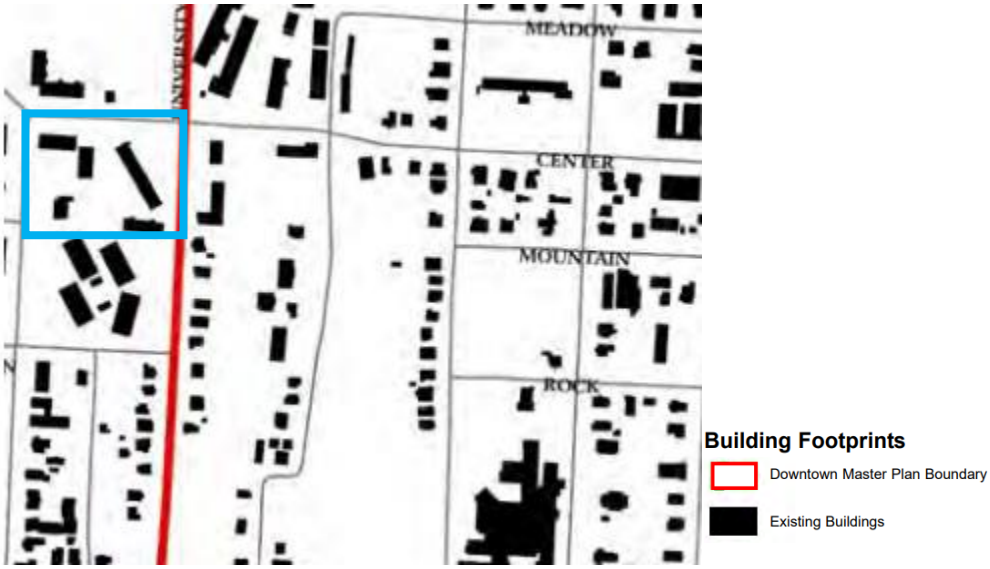
*2013 Aerial Image*

*2024 Aerial Image*



**Lack of Adopted Plans**

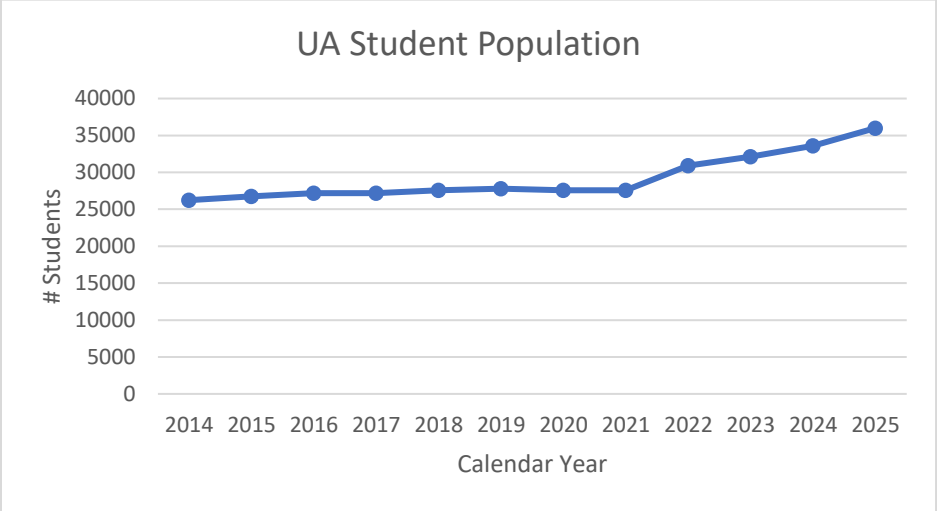
Some areas of Fayetteville that experience development pressures have undergone localized planning efforts, such as the Walker Park and Parksdale/Center neighborhoods. In contrast to these, the disproportionate amount of redevelopment in the subject neighborhood has not seen it included in any adopted neighborhood or area plans that would be able to provide goals and specific policy guidance tailored to effectively addressing intensely clustered development. As such, the vision of residents has not been captured or considered in rezoning or redevelopment plans. Notably, the subject property is located just outside of the southwest Downtown Master Plan boundary.




*Snapshot of map in the Downtown Master Plan showing the plan boundary in red. The subject property is outlined in blue.*

While the type of dense, urban development proposed with the rezoning and associated conceptual plan has been envisioned for other areas of the city (see the 71B or Downtown Master Plans), there are not at this time adopted plans that facilitate similar decision making in this area. Absent that guidance and given the heightened development interest in this neighborhood for housing products that are not being constructed in other areas of the city, further planning work specifically for this area to coordinate land use, transportation infrastructure, and the provision of utilities is merited. Additional planning with the community is imperative for equitable decision making, and areas formerly excluded from plans must be included in discussion. This is especially important in areas on the periphery of the university that are prime areas for student-oriented developments but also represent some of the oldest and thus more affordable housing options remaining in the city with close proximity to employment and entertainment centers.

**Oversaturation of by-the-bedroom Student Housing**
Between 2014 and 2024, student enrollment increased 28.1%, from 26,237 to 33,610. The most recent enrollment boom occurred between 2021 and 2024, when enrollment increased by an average of approximately 1,500 students annually.




University of Arkansas on-campus housing has not kept pace with enrollment with only 708 new beds added in the past ten years and an additional 1,265 beds planned for academic year 2027-2028. As a result, the private market has stepped in to make up for the lack of student housing available near campus. Between 2014 and 2024, student oriented private developments have added 7,040 beds, which effectively closed the gap between student enrollment growth (an increase of 7,373 students from 2014-2024) and housing needs.

Review of recent development data indicates that the city may be approaching market saturation for by-the-bedroom student apartments. There are currently 1,332 bedrooms under construction, with an additional 4,500 bedrooms in various stages of development review.

Zoning changes that create additional opportunities for walkability, a mix of uses, housing density near employment and entertainment centers, etc. are supported by the city's adopted plans and policies. However, these opportunities are already attainable under the current DG zoning district, and closer scrutiny of the context of this request suggests additional planning work to refine adopted policies for this neighborhood are merited prior to the approval of upzonings that propose additional burden on public resources.

**STAFF EXHIBITS**

## Adjacent MSC Rezonings Analysis

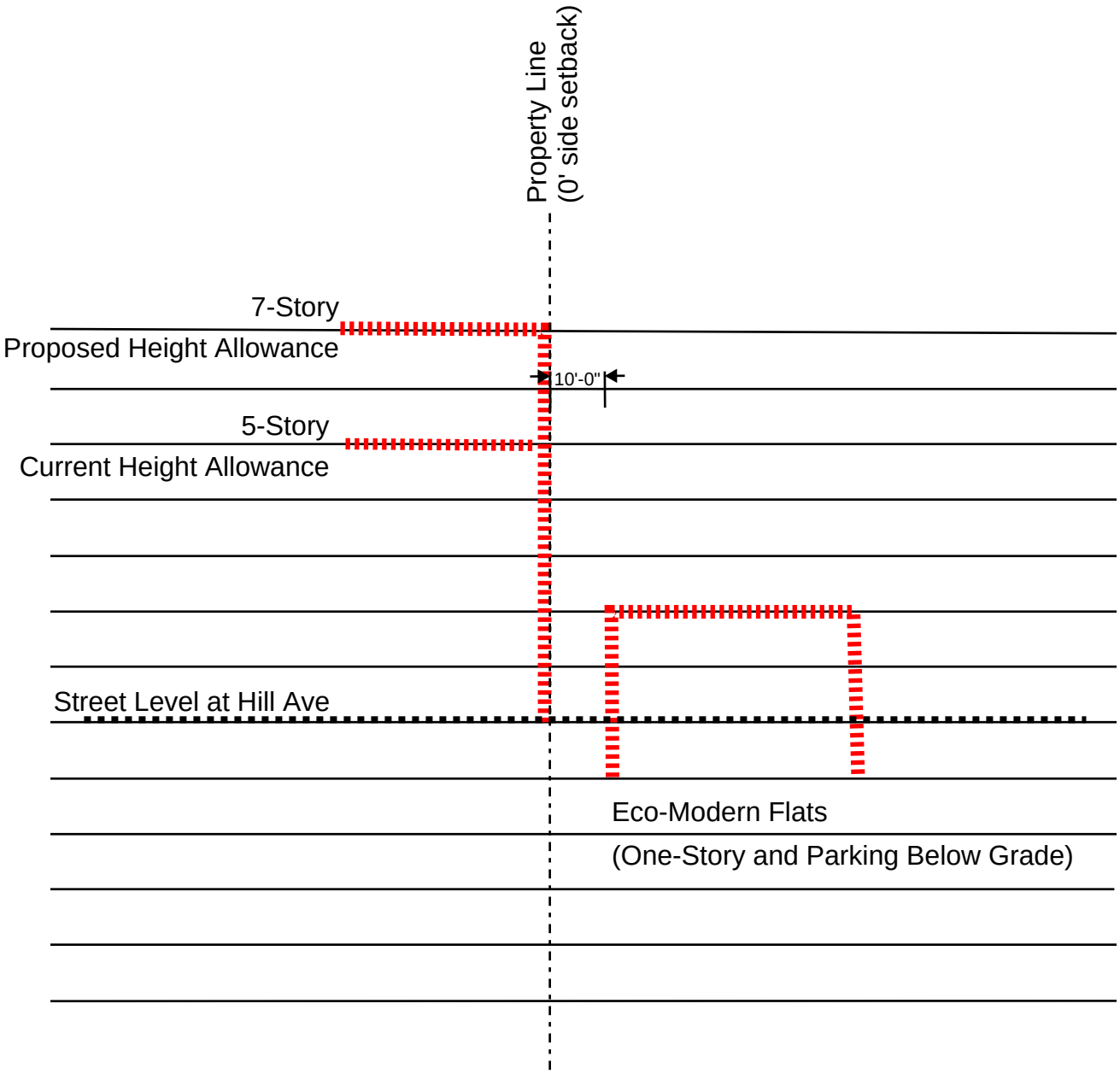
| | Adjacent Land Uses | Adjacent Building Heights | Adjacent Zoning | Separation from 7-Story Setback to Closest Existing... 5-Story Structure | 2-Story Structure | 1-Story Structure | 0-Story Parcel | Prohibited Uses per Bill of Assurance | Hydric Soils | Infill Score | Mixed-Use Permitted Under Previous District(s)? |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **The Verve** (RZN-2024-0018) | Public ROW on four frontages. Mix of large multi-family residential and smaller scale residential units | 5 stories (Atmosphere)<br>2 Stories (Eco-Modern Flats, 3 with 1 below Grade)<br>1-2 Stories (South side of Putnam)<br>1-2 Stories (west side of Duncan) | RMF-40<br>DG | ~65 feet | ~80 feet | ~80 feet | NA | UU 17: Transportation Trades and Services<br>UU 34: Liquor Stores<br>UU 45: Small Scale Production | NA | 12 | No |
| **Duncan Ave Apartments** (RZN-2024-0028 RZN-2025-0006) | Public ROW on two frontages. Major institutional use (public school) on other frontages. Mix of residential scales to east, including approved Verve large-scale development | 5 Stories (The Cardinal)<br>0 Stories (High School Parking Lot)<br>1-2 Stories (East of Duncan, Approved 7 story apartments)<br>Harmon Field | RMF-40<br>DG<br>P-1<br>Pending MSC | ~10 feet | ~80 feet | ~55 feet | NA | UU 17: Transportation Trades and Services<br>UU 34: Liquor Stores<br>UU 45: Small Scale Production | NA | 11-12 | No |
| **The Hub** (RZN-2025-0011) | Public ROW on three frontages. Adjacent to multifamily apartments, single-story commercial buildings, and **historic cemetery** | 5 stories (Atmosphere)<br>2 Stories (Eco-Modern Flats, 3 with 1 below Grade)<br>2 Stories (Apartment nborth of Center)<br>1 Story (Commercial Unit)<br>**0 Stories (National Cemetery)** | RMF-40<br>DG<br>MSC | ~65 feet | ~10 feet | ~85 feet | ~65 feet | NA. None offered. | Yes | 12 | Partial |

## Adjacent Student Apartments Parking Reductions Analysis

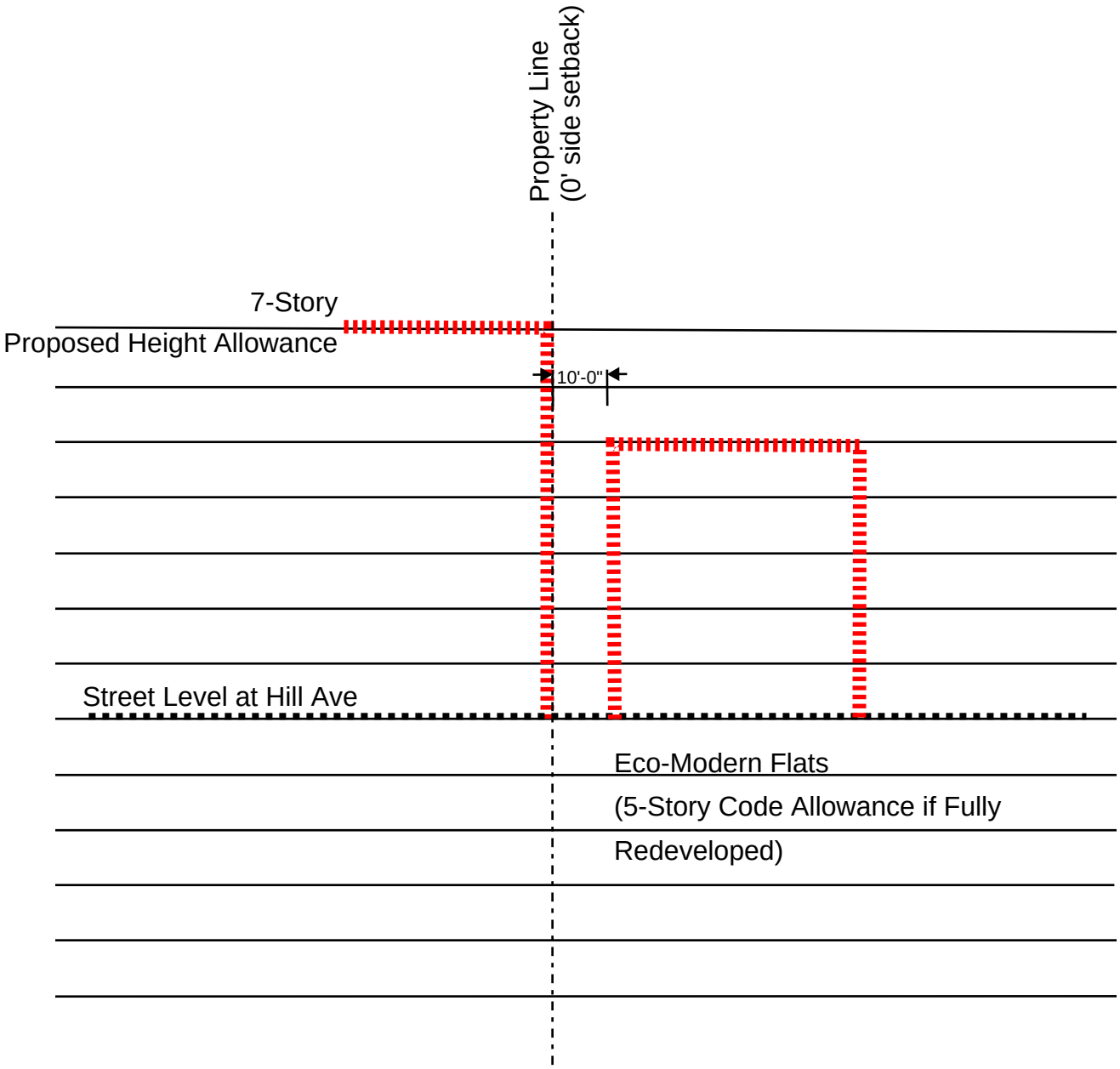
| | Number of Bedrooms | Motorcycle / Scooter Spaces | Bike Racks | Auto Spaces | Total Count Below Bedrooms | Auto Only Count Below Bedrooms |
|---|---|---|---|---|---|---|
| **The Cardinal at West Center** | 447 | 17 | 100 | 391 | -61 | 56 |
| **The Atmosphere** | 640 | 26 | 54 | 512 | 48 | 128 |
| **The Verve** | 847 | 107 | 136 | 373 | 231 | 474 |
| **Duncan Ave Apartments** | 1008 | 136 | 111 | 623 | 138 | 385 |
| **Trinitas*** | 674 | 86 | 80 | 439 | 69 | 235 |
| **Totals** | **3616** | **372** | **481** | **2338** | **425** | **1278** |
| | | | | | **664*** | **1517*** |

*Trinitas calculations include approved off-site parking. Of the 439 automobile spaces listed, 239 are provided off-site.
** All reductions shown are by-right allowances and are within current parking standards

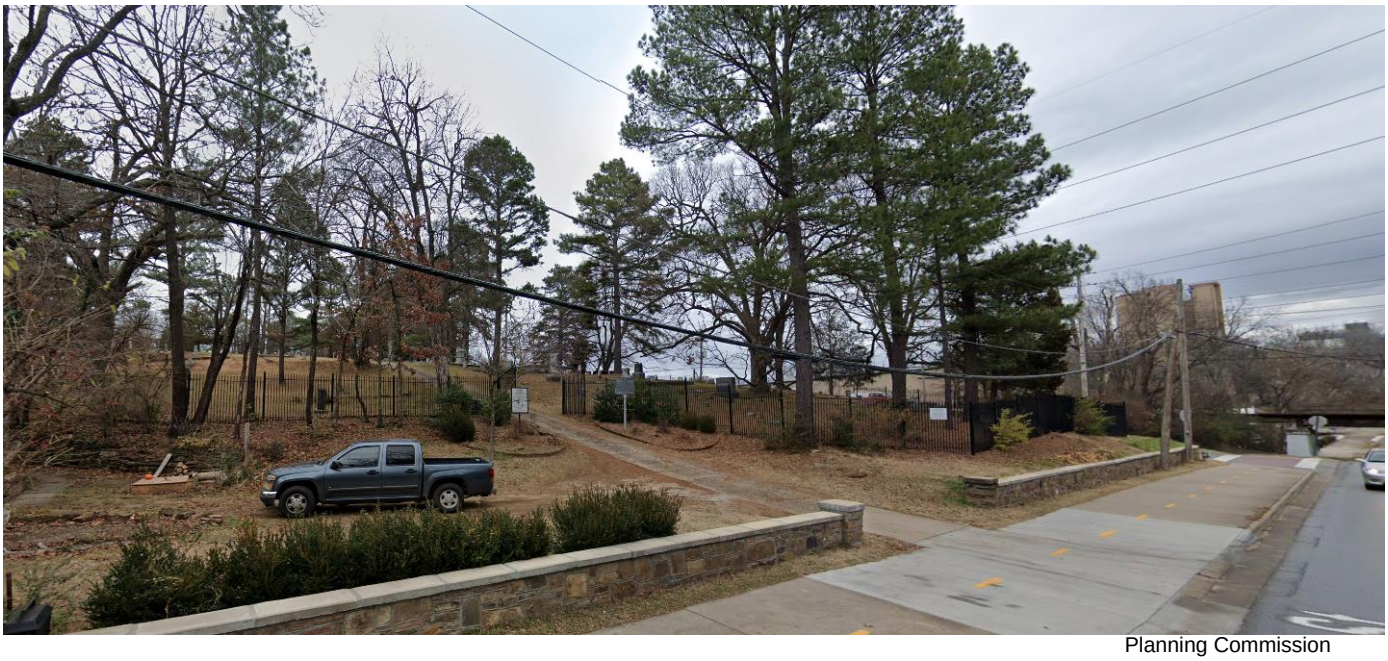
**Staff Exhibit**
**General Height Analysis**
**(Existing Conditions)**

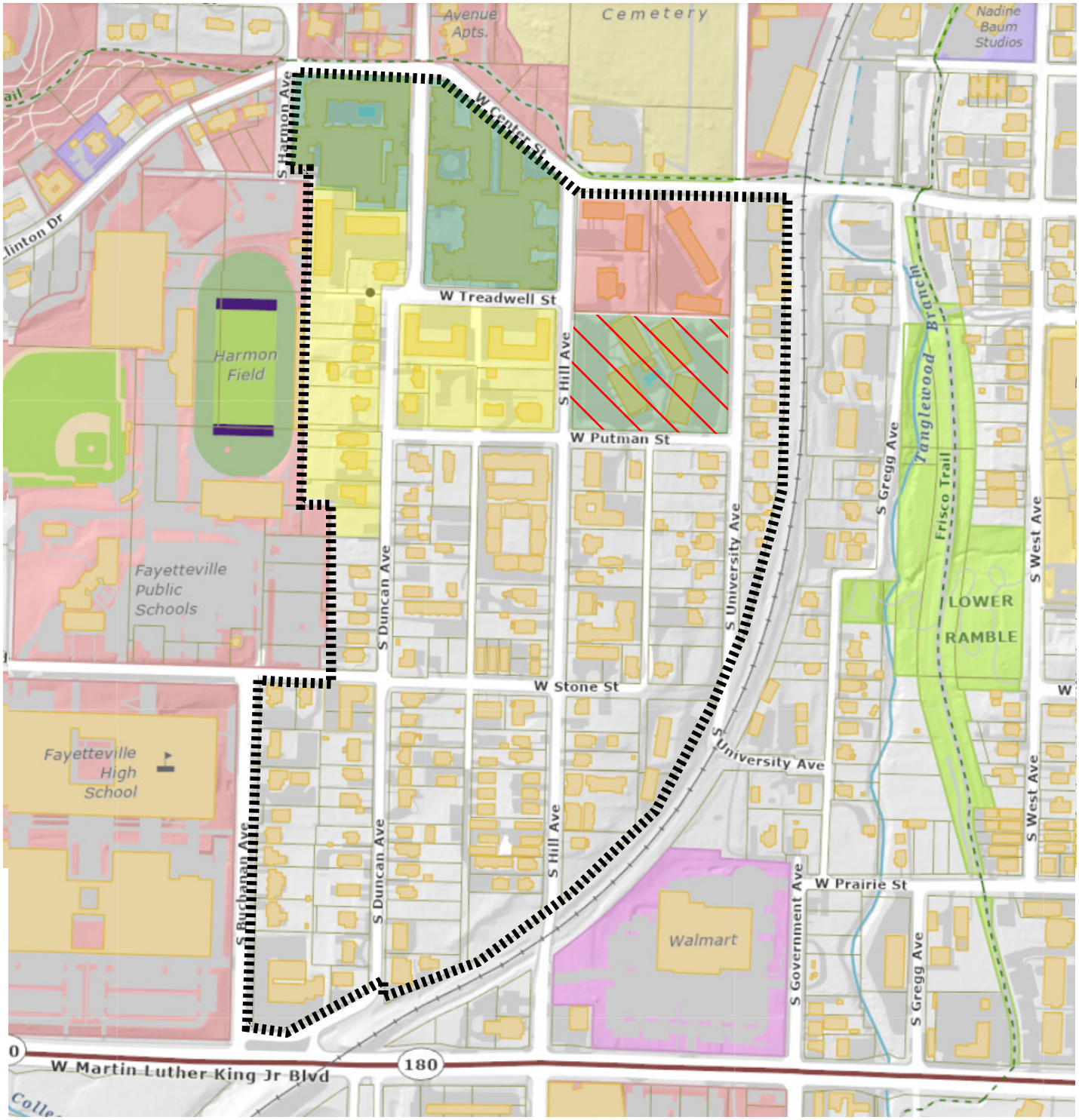


**Staff Exhibit**
**General Height Analysis**
**(Maximums Permitted by Code)**



**STAFF EXHIBIT:**
**HISTORIC CEMERERY AT W. CENTER ENTRY**






**Total area:** 56.5 acres
Existing student housing: ~8.8 acres (15.6%)
+ Proposed student housing in pipeline: ~8.2 acres (14.5%)
+ New proposal: 2.8 acres (4.9%)

If all areas are fully redeveloped as proposed, then **35%** of the existing neighborhood will have been developed as large apartments within the last 10 years

- Construction complete
- Zoning Entitlement, In Development Review
- Seeking Zoning Entitlement
- Construction complete (Renovation of existing buildings)

# Policy Options for the Future

This assessment does not propose that the solution to housing affordability is to rezone the entirety of Fayetteville to RMF–24 zoning. Similarly, zoning is not the only solution to high and growing housing costs. Policy choices can, however, focus on adding housing density in strategic places to take advantage of existing infrastructure in high intensity areas that don't currently allow for housing. When combined with existing services, infrastructure, and amenities, these housing units can provide a number of benefits, including reducing vehicle trips. Fayetteville's City Plan 2040, the comprehensive plan adopted in 2020, includes several options for additional housing density in core areas that are already high intensity and offer close access to services.

Staff in the City of Fayetteville's Long Range Planning and Sustainability divisions worked with University of Arkansas graduate students in the Master of Public Administration program in the spring semester of 2023 to analyze three scenarios for single–family housing. The students produced a report at the end of the semester that aimed to identify the most effective zoning policy to increase single family residential density in Fayetteville. The three scenarios explored were a baseline analysis of maintaining the zoning status quo; rezoning all residential single–family zones to the RSF–8 zoning district; and allowing duplex, triplex, and fourplex construction by right in all current single–family zoning districts. Based on their analysis, the students recommended the third option, writing, "Increased housing diversity has the greatest net social benefit for Fayetteville. In addition to having the greatest potential for increased housing supply, this policy is the most efficient and equitable. Overall, creating the option for multifamily unit construction by right provides the strongest policy for Fayetteville's future growth." Although the report focused on single–family zoning, the lessons learned and the main point — that creating the option for multi–unit housing by right is the strongest policy for Fayetteville's future growth — align with the planning work and master plan documents/corridor planning that Fayetteville has been engaged in for the last several years.

Prior to the onset of the COVID–19 pandemic the City of Fayetteville was engaged in writing and implementing two key plans that set a priority for both housing and a high–quality urban environment. City Plan 2040 was adopted only months prior to the pandemic–related closure of city offices and the quick adjustment to online meetings and engagement. Several plan implementation steps were paused for about two years while community health and safety were prioritized, and the city is now moving forward again to engage with the community to address the challenges that arose just prior to and during the pandemic that are the impetus to bring the implementation actions from these adopted plans back into the spotlight.

## Long Range Plan Implementation

Fayetteville's City Plan 2040 was written to support the city's six goals:

1. **We Will Make Appropriate Infill and Revitalization Our Highest Priority.**
2. **We Will Discourage Suburban Sprawl.**
3. **We Will Make Compact, Complete, and Connected Development the Standard.**
4. **We Will Grow A Livable Transportation Network.**
5. **We Will Assemble An Enduring Green Network.**
6. **We Will Create Opportunities for Attainable Housing.**

All six goals have short–term, long–term, and ongoing "benchmarks," or action items to implement the adopted plan. Page 47 of the plan lists the short–term benchmarks, or action items meant to be accomplished between 2019 and 2025. Although plan implementation has been somewhat delayed by the COVID–19 pandemic, 8 of the 25 short–term benchmarks are not yet underway but are directly related to the city's role in responding to population growth and increasing housing supply, and that the Fayetteville City Council could consider prioritizing (City Plan 2040 associated goals and current status listed in parentheses):

- Develop internal processes to align funding, development and planning of city infrastructure with the goals of City Plan 2040. (Goal 1 & 2; ongoing with streamlined permitting and new software)

- Identify existing properties that are vacant or prime for redevelopment and initiate form–based rezoning discussions with property owners. (Goal 1, 2, & 3; ready to begin with 71B rezoning)
- Evaluate development thresholds based on quantitative metrics such as building form, not building type, and the encouragement of missing middle housing. (Goal 1, 2, 3, and 6; ongoing)
- Evaluate conditional use permit vs. use–by–right for appropriate infill. (Goal 1; ongoing)
- Identify gaps in affordability throughout the city and set numerical targets for housing that is affordable to a variety of households, including workforce, supportive, low income, families with children, and senior housing. (Goal 1, 3, 4, & 6; initiated with this analysis)
- Promote long–term affordability by targeting the use of public funds for the lowest income households, including those who are homeless, at risk of homelessness, or who have other special needs. (Goal 6; ongoing with federal HOME and American Rescue Plan Act funds)
- Examine potential regulatory barriers and policies that impede the provision of household affordability, including: infrastructure costs, the costs and benefits of development ordinances on housing development, and how the City's fees and requirements impact the cost of living for households in Fayetteville. (Goal 1 & 6; development fee study underway)
- Identify opportunities for the creation of affordable housing on publicly–owned land and develop partnerships with developers to provide flexible, affordable work space and housing. (Goal 6; initial discussions and review of potential projects underway)

**Long–term benchmarks** (more than five years from plan adoption) that are directly related to housing but not yet underway are:

- Evaluate the development and implementation of a tiered impact fee system. (Goals 1 & 2; not yet begun)
- Evaluate existing street design speed, operating speed and posted speed limits, to ensure that each is appropriate based on the roadway design and context of the surrounding environment. (Goal 4; ongoing with speed limit review and traffic calming procedures in residential neighborhoods)
- Create a complete neighborhood or street corridor plan every other year utilizing a charrette process and analyze water and sewer capacity to identify opportunities or limitations for development. (Goal 1, 4, & 6; not yet begun)

**Ongoing benchmarks** should also be highlighted here given the pause in plan implementation, as some may need to be prioritized for action:

- Support rezoning proposals that result in increased density around logical future transit stops, rail corridors and major transportation corridors. Recommendations should generally align with the Growth Concept Map. (Goal 4)
- Support development and redevelopment opportunities along the existing rail line. (Goal 4)
- Support and implement the goals, strategies and actions of the transformational 71B Corridor plan. (Goal 1, 2, & 4)
- Implement and utilize the Growth Concept Map to strategically incentivize the development of Tier–1, Tier–2, and Tier–3 commercial and mixed–use nodes along major corridors and as neighborhood centers. (Goal 1, 2, 3, 4, 5, & 6)
- Support the creation of a "real–time" database of available affordable housing units, services, resources, and incentives to strengthen the process of connecting qualified buyers and renters with affordable housing to comprehensively lower monthly household expenses. (Goal 6)
- Promote long–term affordability by developing new goals, targets, and strategies to promote the distribution of affordable housing in all parts of the city, including incentives for affordable housing in new developments and for the preservation of existing rental units. (Goal 6)

The remaining benchmarks do not have to be approached separately, but could instead be pulled together in a complete approach to developing housing solutions, particularly in areas of the city that have been identified as best able to support dense housing along major corridors and in places that support a mix of

housing and commercial development, such as Fayetteville's downtown area. As an example of the potential for a cohesive approach to plan implementation, three of the items listed in the ongoing benchmarks are closely tied together and could be approached as a single project. Supporting zoning proposals around major transportation corridors, supporting and implementing the goals, strategies and actions of the 71B Corridor Plan, and implementing and utilizing the Growth Concept Map on pages 13–16 of the plan document could all come together with a city–initiated project to rezone property along the 71B corridor (College Avenue, Nelson Hackett Boulevard, and South School Avenue) to allow for housing on properties that have extensive existing infrastructure, are located along a major transportation corridor that is already scheduled for additional investment to support development and alternative transportation, and that have limited proximity to existing residential neighborhoods. Additionally, there are multiple tier centers along this route that could be incorporated as part of the implementation of the growth concept map, furthering plan implementation in the same project.

## Preserve Existing Affordable Housing

Table 3 on page 20 of this assessment showed current average monthly rents for new apartments, with average rent for a two bedroom apartment just over $1,400 per month. Table 4 on the same page showed that affordable housing costs for the median household income in Fayetteville should not exceed $1,325 per month, which includes utilities and insurance costs. Current rents for newly constructed housing units are above affordable costs for at least half of Fayetteville households, and building new housing units does not provide a successful solution if the new units are at the cost of losing existing affordable housing.

In 2019 the City of San Antonio, Texas, engaged the firm PlaceEconomics to assess the risks to older and existing affordable housing stock as the city experienced rapid population growth and redevelopment. The results of this assessment, published as the report *Opportunity at Risk*,[13] were a caution against the assumption that newly constructed housing is the best way to achieve affordable housing goals. Some of the context of the 2019 report presented in the Executive Summary would be familiar to Fayetteville today:

- One in three San Antonio households is spending more than 30 percent of their income on housing and nearly half of all renters meet this "cost burdened" threshold.
- Over the last decade, while median household income increased 1.9% per year, housing prices increased at 4.7% per year.
- While San Antonio is experiencing greater than national average growth in jobs and housing, most of the new homes are large and expensive, and much of the job growth is in lower wage jobs.
- The existing pre–1960 housing stock is providing largely unsubsidized and unprotected affordable housing.
- Single family, renter–occupied structures in fair and poor condition are the most at–risk of demolition.

The main takeaway of the report is clear and succinct: "A city cannot build itself out of a housing crisis — the retention of existing housing stock is critical." Additionally, the report claimed three demonstrable premises:

1. One cannot build new and rent or sell cheap without subsidy.
2. Almost by definition when a unit of older housing is razed, a unit of affordable housing is lost forever.
3. Existing affordable housing programs — as useful and successful as they may be — must be realigned to address older housing stock.

The conclusion provided a caution to other rapidly growing cities facing housing affordability challenges:

[13] Report available at sanantonio.gov/Portals/0/Files/HistoricPreservation/CurrentProjects/AffordableHousing/OpportunityAtRisk–Report.pdf

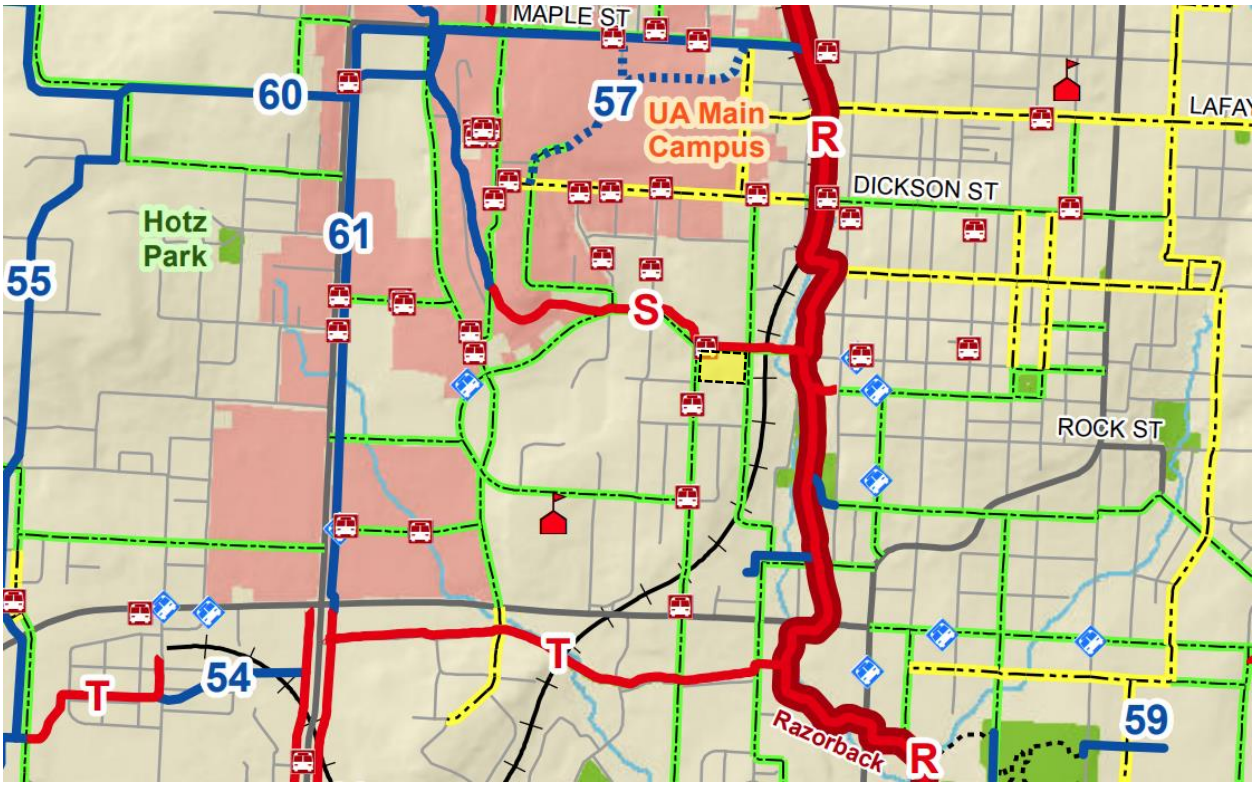
"Until the City of San Antonio can put new programs and policies into place, to reach the goal that the "average San Antonio family can afford to buy a home," the data illustrates that San Antonio is systematically razing housing that is affordable and building housing that is not." As Fayetteville looks to add housing units to supply, it is worth noting that new supply should be carefully balanced with preserving existing affordable housing — housing that can be in areas prime for redevelopment due to growing land values compared to declining value of aging structures.

Programs that provide assistance to low income households to help residents stay in their homes are a key part of preserving existing affordable housing. The City of Fayetteville's Community Resources Department completed home repair and rehabilitation projects for eighteen housing units and thirty–two residents in 2022 with funding from federal Community Development Block Grants (CDBG). The CDBG Program supports community development activities to build stronger and more resilient communities. To support community development, activities are identified through an ongoing process. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.[14] The 2022 housing program projects in Fayetteville included roof repair, replacement and installation of heating and cooling equipment, repairs of holes in floors, new plumbing fixtures, new flooring, new windows, and plumbing repairs.

As of this assessment in 2023, the Community Resources Department has supported thirteen projects and eighteen residents with repair work that has included drywall repair, new roofs, new windows, new plumbing fixtures, basement remediation, and new plumbing fixtures. Total project costs for 2023 currently total $118,365 with an average project cost of $9,105. Participation in the CDBG program and accessing federal home repair funds will continue to be an important tool for preserving affordable housing for residents and keeping families in their homes.

[14] hudexchange.info/programs/cdbg/

**STAFF EXHIBIT: ACTIVE TRANSPORTATION PLAN EXCERPTS**




## Active Transportation Plan

- Proposed Shared-Use Paved Trail
- Proposed U of A Campus Connections
- Proposed On-Street Bicycle Facility

## Existing Trails

- Shared-Use Paved Trail
- Nature Trail
- Neighborhood/Park Trail
- On-Street Bicycle Facility

- Park
- Lake
- Stream
- School
- Fayetteville City Limits
- Razorback Transit Bus Stop
- Ozark Regional Transit Bus Stop
- Street (Major)
- Street
- Railroad

**PLAN VISION AND GOALS**
goals

ACTIVE TRANSPORTATION PLAN
plan vision and goals

### PLAN VISION

The Active Transportation Plan (ATP) has been developed through numerous planning and visioning exercises both locally and region wide. The ATP proposes to consolidate and summarize all of the various alternative transportation planning processes, policies and programs with the following vision statement: "Fayetteville endeavors to develop and promote an interconnected and universally accessible network of sidewalks, trails and on-street bicycle facilities that encourage citizens to use active/non-motorized modes of transportation to safely and efficiently reach any destination."

1. ENDEAVOR TO CREATE AN INCLUSIVE MULTI-MODAL TRANSPORTATION SYSTEM.
2. WORK TO BUILD A TRAIL CONNECTION WITHIN ONE HALF MILE OF EVERY RESIDENCE.
3. INCREASE THE ACTIVE TRANSPORTATION COMMUTING MODE SHARE FROM 7.5% TO 15% BY 2020.
4. IDENTIFY AND CORRECT MISSING BICYCLE AND PEDESTRIAN LINKAGES.
5. PARTNER WITH ADVOCATES TO ADDRESS BICYCLE AND PEDESTRIAN NEEDS.
6. EARN BICYCLE FRIENDLY COMMUNITY DESIGNATION OF SILVER BY 2017.

## STAFF EXHIBIT: PROXIMITY TO TIER CENTERS (CITY PLAN 2040)

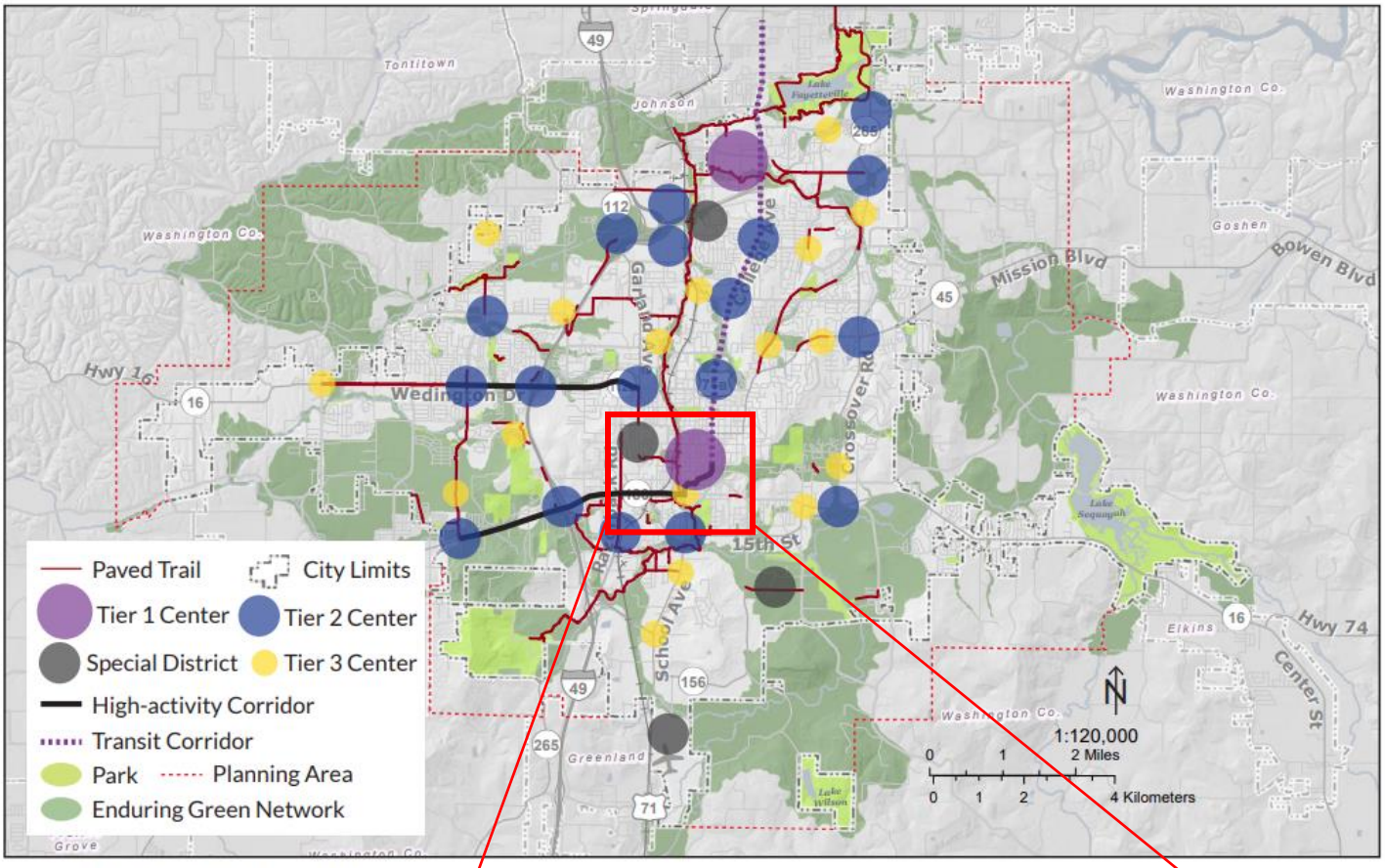
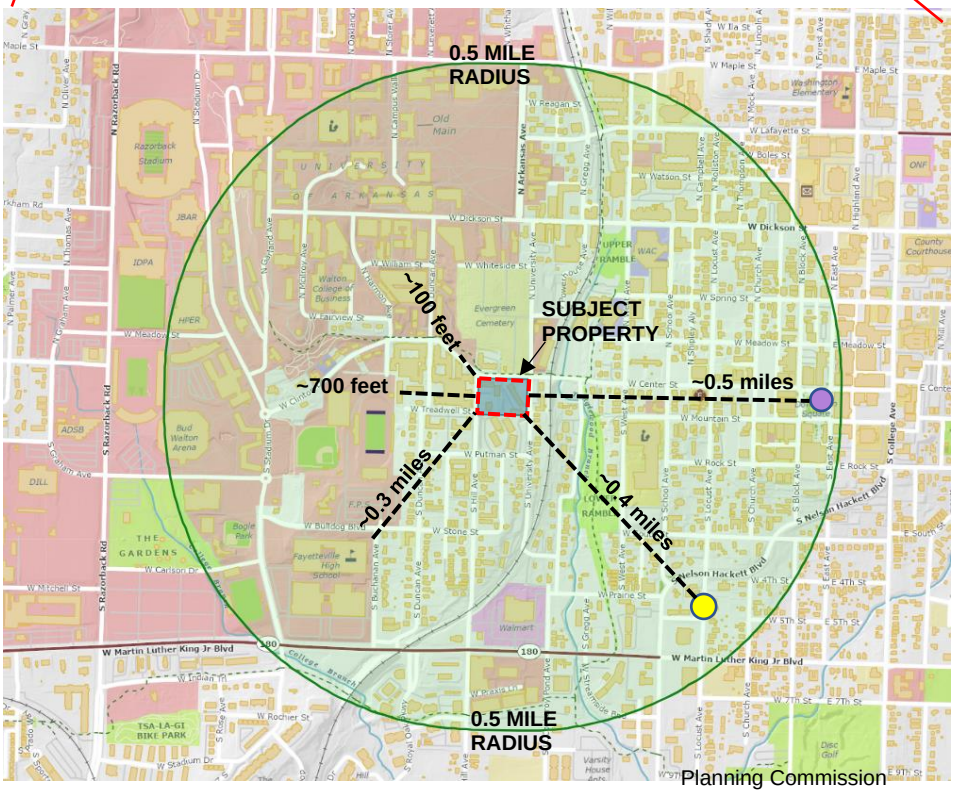



*Figure 2.0 - Growth Concept Map*



### 3.1.4 *Promote the densest development around logical future transit stops.*

For transit to be utilized and cost effective requires density; density of residences, jobs, commercial areas and other destinations. The University of Arkansas Razorback Transit is well used in areas of the city close to campus where many students live and study. On the other hand, Ozark Regional Transit serves areas of Northwest Arkansas that may not be particularly dense or have high employment numbers. The lack of density challenges the cost effectiveness of transit and the real or perceived convenience of utilizing transit for commuting and day-to-day transportation needs for residents. One of the things that the City can do is to encourage redevelopment of College Avenue to increase residential density and commercial intensity. The 71B College Avenue Corridor Plan envisions this arterial roadway to transform incrementally over time into a mixed-use urban thoroughfare that would provide transit operators with more "capture", thereby becoming more cost effective and increasing customer convenience with more frequent buses. Logical transit stops city-wide should be planned and developed in accordance with the tiered activity centers identified on the Growth Concept Map. Ultimately, transit can make housing more affordable for Fayetteville residents by freeing up money typically encumbered by transportation expenses in household budgets.

### 3.1.5 *Reinvest in parks, streets, and civic buildings within the heart of the city.*

The tree-lined streets, parks, and historic civic buildings found in Fayetteville's older neighborhoods greatly contribute to the unique community character and high quality of life that residents treasure. Preservation of our tree-lined streets and parks and adaptive reuse of our historic civic buildings will maintain the community cultural identity. The City should continue to utilize the Enduring Green Network map to identify and preserve high-value open spaces that help to create an interconnected green network throughout the community.

### 3.1.6 *Encourage historic preservation and adaptive re-use of buildings.*

Historic preservation is crucial in retaining a community's character, identity, and evolutions. Preservation and restoration can be an effective tool for economic development and revitalization, achieving urban sustainability through reducing waste and emissions, and maintaining property values. Recent calculations indicate that it takes 35 to 50 years for a new energy efficient building to save the amount of energy lost in demolishing an existing building (National Trust for Historic Preservation).

*Photo 3.4 - Walker-Stone House*

*Photo 3.5 - Former Public library*

*Photo 3.6 - Historic County Courthouse and Center Street*





### 3.1.8 *Encourage new development that supports and compliments the unique characteristics and economic values of employment clusters in and around downtown, the U of A, the north end, the rail corridor, Drake Field and the Industrial Park.*

There are two emerging central places in Fayetteville that contain a mixture of residential and commercial land uses, alternative transportation linkages, and employment centers in proximity to each other. At a neighborhood scale, this mixture of uses is often described as a "complete, compact and connected" place. The downtown/university area of the central city is rapidly redeveloping with residential and commercial activities and the uptown area is filling-in with medium-density residential to complement some of the existing commercial and office uses. Both districts have street network needs that should be addressed to encourage the efficient use of land and transportation improvements for each are described as recommendations in the Fayetteville Mobility Plan.

The Infill Assessment Map tool that staff developed as part of this plan update provides a general locational framework for identifying parcels and areas that have proximity to existing utilities, infrastructure and services. Undeveloped or underutilized lands that score highly on the Infill Assessment Map should be considered prime candidates for future development with uses and building forms that are complementary to the existing neighborhood.

The Growth Concept Map is also useful for encouraging the development of mixed-use and neighborhood-scaled central places that provide nearby residents with some of their daily needs in proximity.

### 3.1.9 *Determine feasibility of a tiered impact fee system.*

A tiered impact fee system requires new development to pay its proportionate share of the costs to the municipality associated with providing necessary public services to the development based on its location. Tiered impact fees are based on the general acknowledgement that parcels and locations that are near the core of the city would have less impact, and areas on the urban fringe have more impact. Development on the fringe of the city will cost the City more over time to provide street infrastructure, water and sewer, and life-safety services. Therefore, development on the fringe should pay a higher impact fee upfront for these utilities, infrastructure and services. Phoenix, Arizona, Bellevue, Washington, Kansas City, Missouri and Conway, Arkansas have all implemented an impact fee system where the fee varies depending on where the development is proposed.

*Photo 3.8 - Construction in Downtown Fayetteville*

## 3.3 Goal 3 - We will make compact, complete, and connected development the standard

Historically, a traditional town form is the concept of creating compact, complete, and connected neighborhoods at a human scale, as opposed to an automotive scale. Much of Fayetteville developed post-World War II is created for the convenience of automobiles. Over the last decade, citizens of Fayetteville clearly indicated through public planning processes that they desire development patterns that place a high priority on human scale development patterns. This means pedestrian-oriented buildings, streets and multi-modal transportation options. This has been reflected in new form-based zoning codes where buildings address the street, construction of multi-use trails and an on-street bicycle network, and public investment in new sidewalk and pedestrian improvements along major corridors. Traditional town form alludes to development patterns prior to World War II that placed an equal priority on humans and automobiles. As a result, this pattern can achieve a much higher level of neighborhood cohesion and land use diversity compared with an auto-oriented development pattern where land uses are rigidly separated. Components that are common to a compact, complete, and connected built environment include: interconnected street networks, build-

*"[Infill] makes spaces more walkable. It's frustrating to have to drive through a large, empty parking lot to get to a storefront. It makes one feel exposed as a pedestrian as well. I love the new infill developments because it seems like a better use of space." - Survey Respondent*

*Figure 3.8 - Dover-Kohl Corridor Development*





## Goal 3 Objectives

### 3.3.1 *Require new growth that results in neighborhoods, districts and corridors that are:*

- **Compact** – via denser housing; meaningful open spaces and preserves; small blocks
- **Complete** – via housing; mixed uses; civic uses; jobs-housing mix in the neighborhoods
- **Connected** – via street-oriented buildings; interconnected streets; interconnected greenways and trails

### 3.3.2 *Prepare a transit-worthy community: increase density in highly walkable areas along logical future transit routes, and anticipate rail, street cars and other alternative transit modes.*

The 71B College Avenue Corridor Plan provides a framework for incrementally re-developing this major thoroughfare into a series of inter-connected and livable mixed-use districts. The City can provide redevelopment catalyst by making capital investments in increased street, sidewalk and trail connectivity.

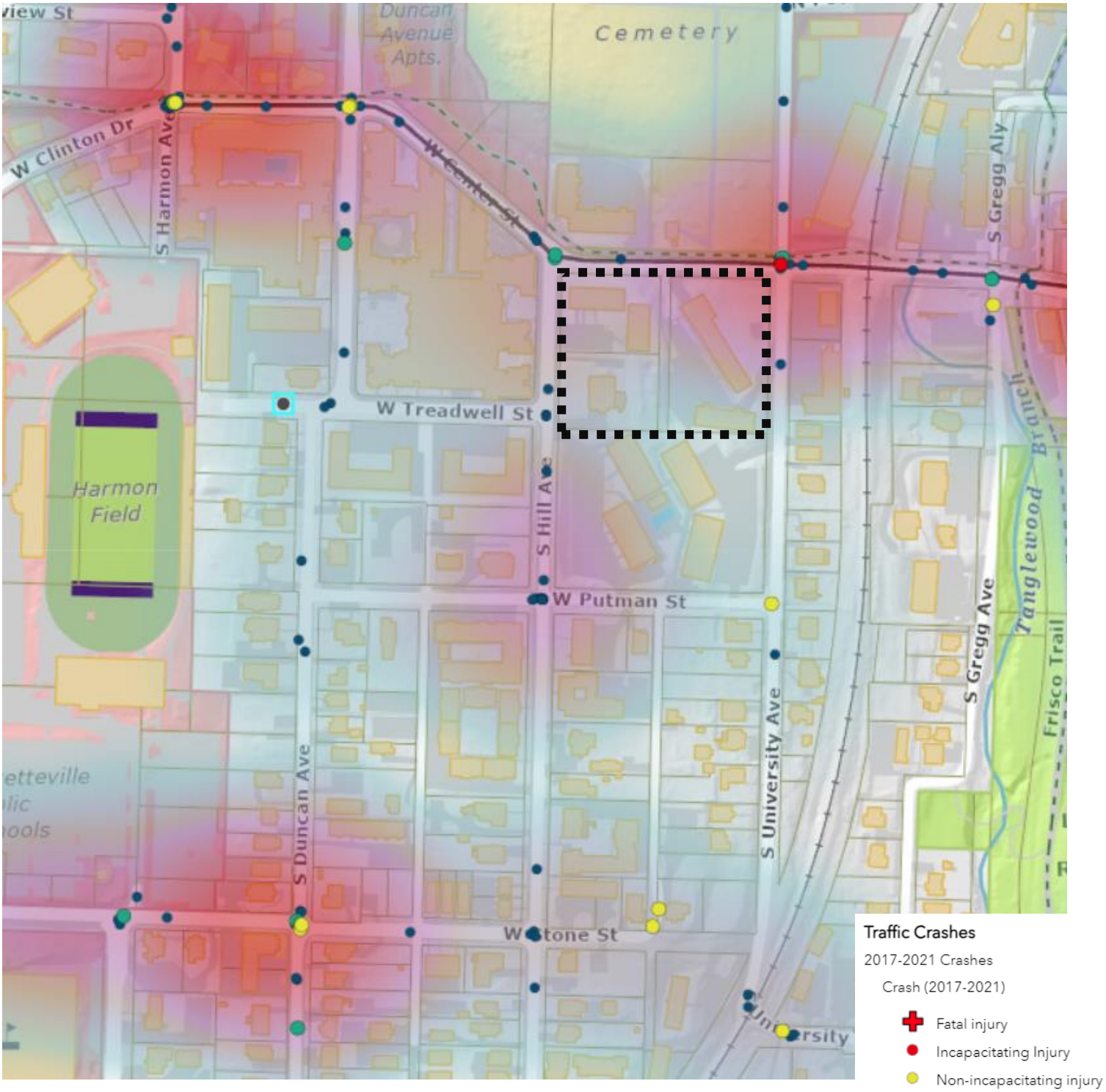
### 3.3.3 *Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space.*

The Razorback Regional Greenway illustrates the ability of the City to leverage capital investments in trail infrastructure to drive economic development. The City created the Fayetteville Alternative Transportation and Trail Plan in 2003 and began building the Scull Creek Trail with $2.1 million in funding provided by a bond issue passage. Additional yearly Capital Improvement Project funding of $1.3 million annually was used to build-out the remainder of the trail. The economic development catalyst that the trail provided is evidenced by the residential and commercial development occurring in nodes along the trail spine in south Fayetteville, throughout downtown/Dickson Street, in mid-town around Poplar Street, and throughout the uptown district along Mud Creek.

*Figure 3.10 - Example Development Layout*

*Figure 3.11 - Example Development Layout*

**STAFF EXHIBIT: ENERGY ACTION PLAN EXCERPTS**
**STAFF EXHIBIT: TRAFFIC ACCIDENTS**



## Wonsower, Donna

**From:** Kyle Smith <kyle.smith@kyle4fay.org>
**Sent:** Thursday, April 24, 2025 5:48 PM
**To:** Wonsower, Donna
**Subject:** Re: RZN-2025-0011

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

Thank you! For the purpose of feedback/public comment, I would feel much more comfortable with this condition if it had two things:
1. Rephrase - "shall not include any 3-bedroom or 4-bedroom units" as "shall not be unit with more than 2-bedroom". Otherwise, there's some bizarre wiggle room there for a 5-bedroom rent-by-the-unit apartment. While unlikely, we do have such creatures out at the Cottages at Hollywood.
2. This should also include a guarantee that leasing terms will not include some of the common features designed to exclude non-student residents.

4. Any other terms or conditions:

   **Petitioner shall lease no less than 10% of the units within the development on a by-the-unit basis. Such units to be leased by-the-unit shall not include any 3-bedroom or 4-bedroom units.**

I realize staff/PC/City Council don't get to negotiate the specific terms of a BoA, but thankfully as a little ol' member of the public, I'm free to stomp my angry feet and be as specific as I want. :)

Kyle

On Thu, Apr 24, 2025 at 4:55 PM Wonsower, Donna <dwonsower@fayetteville-ar.gov> wrote:

> Kyle,
>
> Yes, please see attached. Let me know if you have any questions.
>
> **Donna Wonsower, AICP**
>
> Planner, Development Services
>
> City of Fayetteville, Arkansas
>
> 479-575-8358
>
> fayetteville-ar.gov

**From:** Kyle Smith <kyle.smith@kyle4fay.org>
**Sent:** Thursday, April 24, 2025 4:47 PM
**To:** Wonsower, Donna <dwonsower@fayetteville-ar.gov>
**Subject:** RZN-2025-0011

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.

Donna,

Can you share the bill of assurance that was submitted for the rezone at Hill & Center & University?

Thank you!

Kyle

## Wonsower, Donna

**From:** Wonsower, Donna
**Sent:** Monday, April 28, 2025 10:22 AM
**To:** Wonsower, Donna
**Subject:** FW: Rezoning of Center/University to MSC

Commissioners,

See below for public comment relating to RZN-2025-0011 on tonight's agenda.

**Donna Wonsower, AICP**
Planner, Development Services
City of Fayetteville, Arkansas
479-575-8358
fayetteville-ar.gov

**From:** Bo Counts <bocounts@gmail.com>
**Sent:** Sunday, April 27, 2025 2:41 PM
**To:** CityClerk <cityclerk@fayetteville-ar.gov>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Garlock, Jimm <jimm.garlock@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>
**Subject:** Rezoning of Center/University to MSC

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 everyone,

By this point, you've all heard my many items about stormwater, grade topography, alley vacations, gas lines, economic impacts, redevelopment concerns and more. But I felt this email needed to address a few more of the human and cultural factors at play surrounding this particular piece of land and the properties located on it. If you weren't already aware, the apartment complex "Beverly Manor" (commonly known as the duck pond) was designed by Warren Seagraves. This architect designed the original Fayetteville public library as well as our Federal Building and the Wesley Chapel among others. Almost all of his designs are long lasting and adaptive buildings, which nearly all of them continue to be efficiently used to this day. The corner of Center and University is currently zoned dense multi-family, has existing affordable housing, is an adaptive use of historic and culturally relevant space, and currently houses a diverse group of residents that are from all walks of life. If Fayetteville is trying to champion proper urban development, then this corner is already the poster child of what that should look like, and the idea of bulldozing this entire block to build single-purpose driven student housing is in direct opposition to what I feel are the goals of making Fayetteville a healthy and vibrant downtown. Many of Fayetteville's residents have a difficult time understanding what goes on at city council and planning commission meetings. Many of them are afraid to come and speak in person, confused at who to email, or simply don't understand what all these strange legal terms mean, while trying to juggle their own responsibilities. It's for these reasons I've taken it upon myself to be a voice for their collective fears and concerns. Below you'll find some photos I've either taken myself, or they've texted me, and some of their stories. These are the people who live, work and play downtown and call this corner home. These are people that make Fayetteville a diverse and interesting community downtown, and people that are afraid of their own future if this rezoning goes through.

This is Dewayne. He's the son of Wes (Founder of Wes's BBQ located across the street. He lives in our building and walks to work every morning. He is worried how this development will not only affect his home life and daily routines, but also his family's business if all the construction and redevelopment is approved.

A single mother of three. She's extremely nervous about finding a new affordable place to live. She's enjoyed living in this building for the past few years and is worried about the impacts of relocating her children and if she can even find a place in her budget.

My downstairs neighbor is elderly and on an extremely fixed income. She's lived in the building for over 20 years. She walks the property regularly for exercise and is quite chatty and eccentric. She, too, is extremely afraid of what she will do if forced to leave her home.

My neighbor to the right of my apartment is a nurse at Washington Regional and has lived in the building for over 12 years. She loves the location of our complex, the affordability, and the access to some of her favorite restaurants. (She eats Giraldi's weekly, as it's right across the street)

My neighbor to the left is 50 years old and is the bar manager of the local italian restaurant Bocca. She's been my neighbor for about 6 years and has enjoyed having an affordable place to live, especially in a market that is extremely difficult for hospitality based workers. She's been looking for new places for rent since the news about the potential sale of the property went public, and has told me she's been unable to find almost anything that wouldn't nearly double her existing rent and is worried she may have to quit her job to look for employment outside of fayetteville in an area more affordable.

This is my neighbor who lives below and to the left of me. He lives here with his wife and daughter, and he is employed across the street at Geraldi's. He is able to walk to work every day, cutting down his commute and being able to spend more time with his family after getting off work. He loves the proximity of being able to have affordable housing so close to his job. Again, another hospitality worker who is able to have access to a housing situation that makes their life easier, not harder, in a time that's extremely difficult for hospitality workers.

As you can see, this is a wonderful neighborhood that I live in (A business owner myself, just a few blocks away on Block Ave.) And I hope that the members of the planning commission can identify that this area is already a shining example of a strong neighborhood that has a positive impact on the diversity and prosperity of our downtown. I hope you stand with the City Staffs recommendation to deny this rezoning request. I plan on reaching out to discuss what taking over this property might look like for me to potentially establish co-op housing in this building if Mr. White would be interested in selling this property to me or a land trust instead. Obviously that's just an idea I'm having, but it's something I'm passionate about.

Thank you again for all your hard work and attention to this particular matter that I'm sure you're all tired of hearing about ;)

**Bo Counts**
c. 479-200-5588
- Owner / Pinpoint Fayetteville
- Co-host - Later on KNWA/FOX24 Saturdays at 9pm
- Board member / Downtown Fayetteville Coalition

## Wonsower, Donna

**From:** Curth, Jonathan
**Sent:** Monday, April 28, 2025 12:58 PM
**To:** Wonsower, Donna; Cole, Kylee
**Cc:** Masters, Jessica; Bostick, Britin
**Subject:** FW: 7 S. University Ave packet missing important info

Fyi, I appreciate you all having the information available and incorporated.

**Jonathan Curth, AICP**
Development Services Director
Development Services Department
City of Fayetteville, Arkansas
jcurth@fayetteville-ar.gov
479.575.8308

Website l Facebook l Twitter l Youtube

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**From:** Curth, Jonathan
**Sent:** Monday, April 28, 2025 12:56 PM
**To:** 'Dede Peters' <dedepictures.4@gmail.com>
**Cc:** Masters, Jessica <jmasters@fayetteville-ar.gov>
**Subject:** RE: 7 S. University Ave packet missing important info

Dede,

Thank you for the message. In re-reading the staff report for the item, I see on Page 22 where this information is provided.

https://fayettevillear.portal.civicclerk.com/event/567/files/attachment/16252

Is there something additional you anticipated seeing?

Thanks again,

**Jonathan Curth, AICP**
Development Services Director
Development Services Department
City of Fayetteville, Arkansas
jcurth@fayetteville-ar.gov
479.575.8308

Website l Facebook l Twitter l Youtube

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**From:** CityClerk <cityclerk@fayetteville-ar.gov>
**Sent:** Monday, April 28, 2025 10:45 AM
**To:** Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
**Subject:** FW: 7 S. University Ave packet missing important info

Good morning,
The message below went to our Junk Folder, I just want to make sure you guys receive it since it is pertaining to tonight's meeting.

Hope you both have a good day!

Jonathan Ramirez

-----Original Message-----
From: Dede Peters <dedepictures.4@gmail.com>
Sent: Sunday, April 27, 2025 4:12 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>
Cc: CityClerk <cityclerk@fayetteville-ar.gov>; Bo Counts <bocounts@gmail.com>
Subject: 7 S. University Ave packet missing important info

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 Jessica,

The packet for 7 S. University Avenue is missing some important historic information. While the Background section does list the Putman House as being historic, it fails to mention that Beverly Manor is also historic. It was designed by Warren Segraves
https://us01.z.antigena.com/l/bSH5jkfqggsBlfWfNkvhrPdnWM1hcZm6SyguU6luTZhYwM~~VJ~EiXTmQ7YzezzKrYkIeqBB62d2372nspOdxocb~B-e3UMUEEOOCCCdmciMDItOic8FhdoSiszKfMYGDC~nvpqODj6Ouva6Xc1u8oegh3z0a6MPZNRlGkYuFq8azhvX8jFhjj7vujRPhWWYJTZXOKg-dI2vcG4z1n7qDZmKDVjiOTeDS7cGaexsa7aaTi15 , an important Arkansas architect, in the mid-1960s for A.O. White (father of the current owner). Some plans are on file with Special Collections at the University of Arkansas, Fayetteville.

https://uark.as.atlas-sys.com/repositories/2/archival_objects/679911
https://uark.as.atlas-sys.com/repositories/2/archival_objects/680135

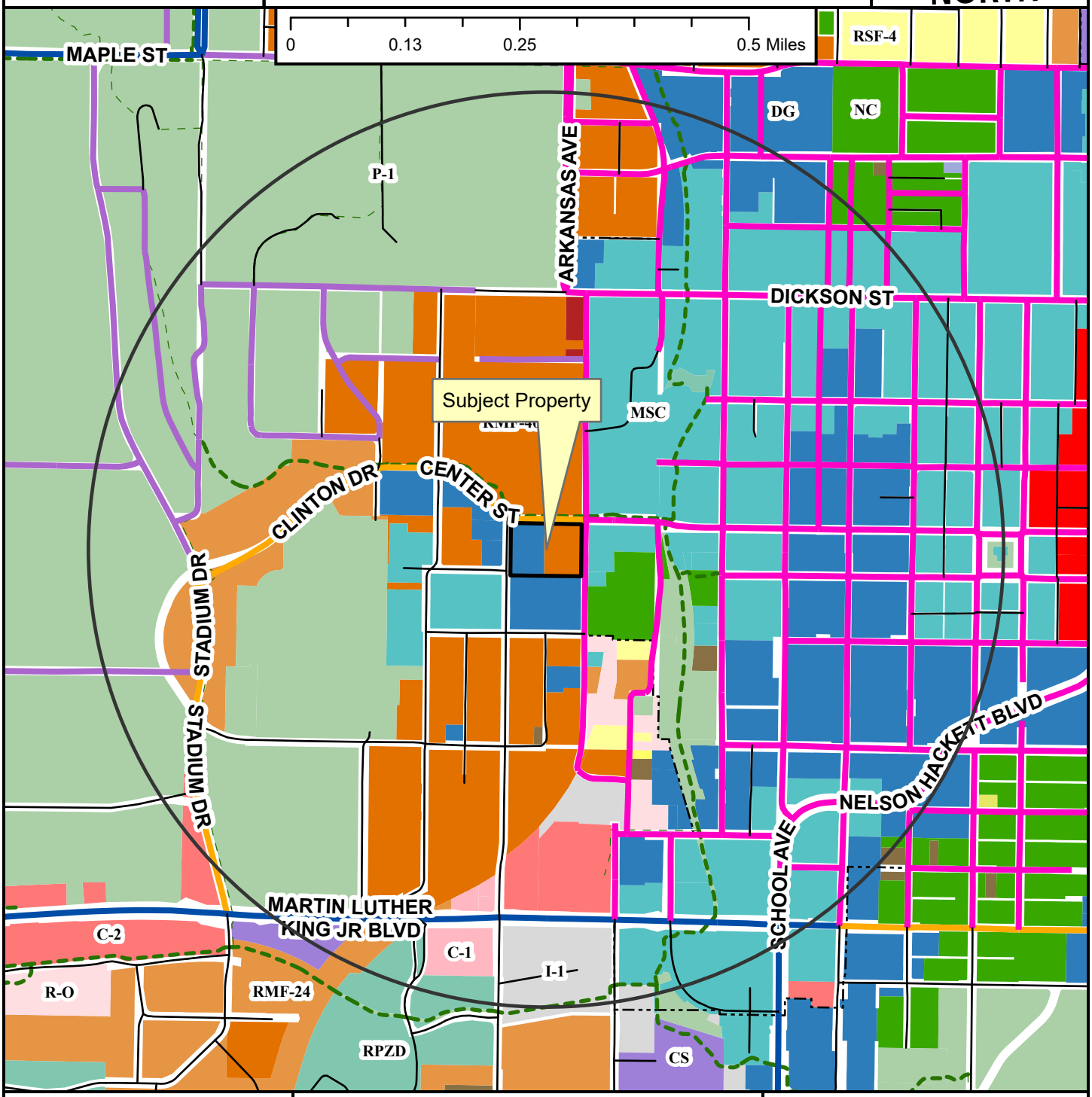
I think this information is valuable and provides additional context for the historic losses our Fayetteville community would endure if the proposed private dorm is built.
I respectfully ask that this information be mentioned, for the record, at the Planning Commission meeting on April 28th and that this information be added to any future items regarding this property.

Thank you,
Dede Peters
Ward 2 resident

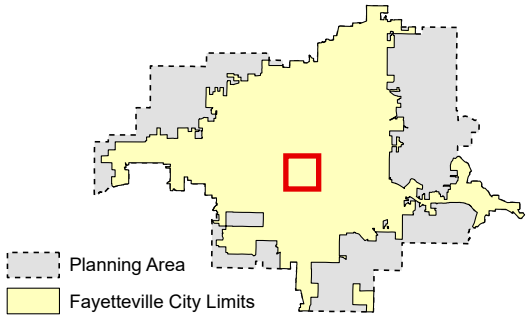
RZN-2025-0011

*One Mile View*

# 12 S. HILL AVE




Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area




**Zoning**

**RESIDENTIAL SINGLE-FAMILY**
NS-G
RI-U
RI-12
NS-L
Residential-Agricultural
RSF-.5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18

**RESIDENTIAL MULTI-FAMILY**
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40

**INDUSTRIAL**
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial

**EXTRACTION**
E-1

**COMMERCIAL**
Residential-Office
C-1
C-2
C-3

**FORM BASED DISTRICTS**
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation

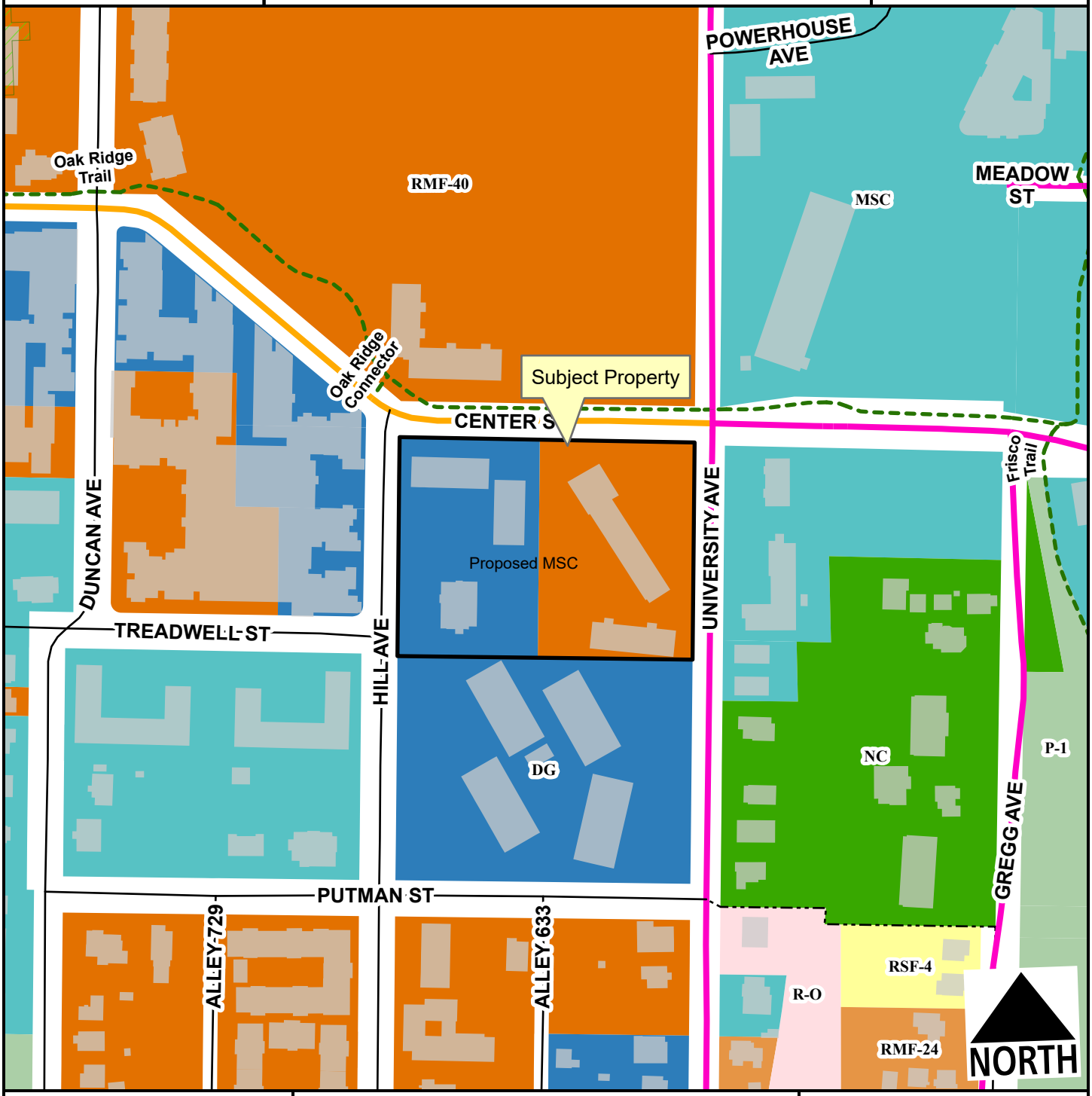
**PLANNED ZONING DISTRICTS**
Commercial, Industrial, Residential

**INSTITUTIONAL**
P-1

RZN-2025-0011

*Close Up View*

# 12 S. HILL AVE




- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

| Zone | Current | Proposed |
|---|---|---|
| DG | 1.3 | 0.0 |
| MSC | 0.0 | 2.8 |
| RMF-40 | 1.5 | 0.0 |

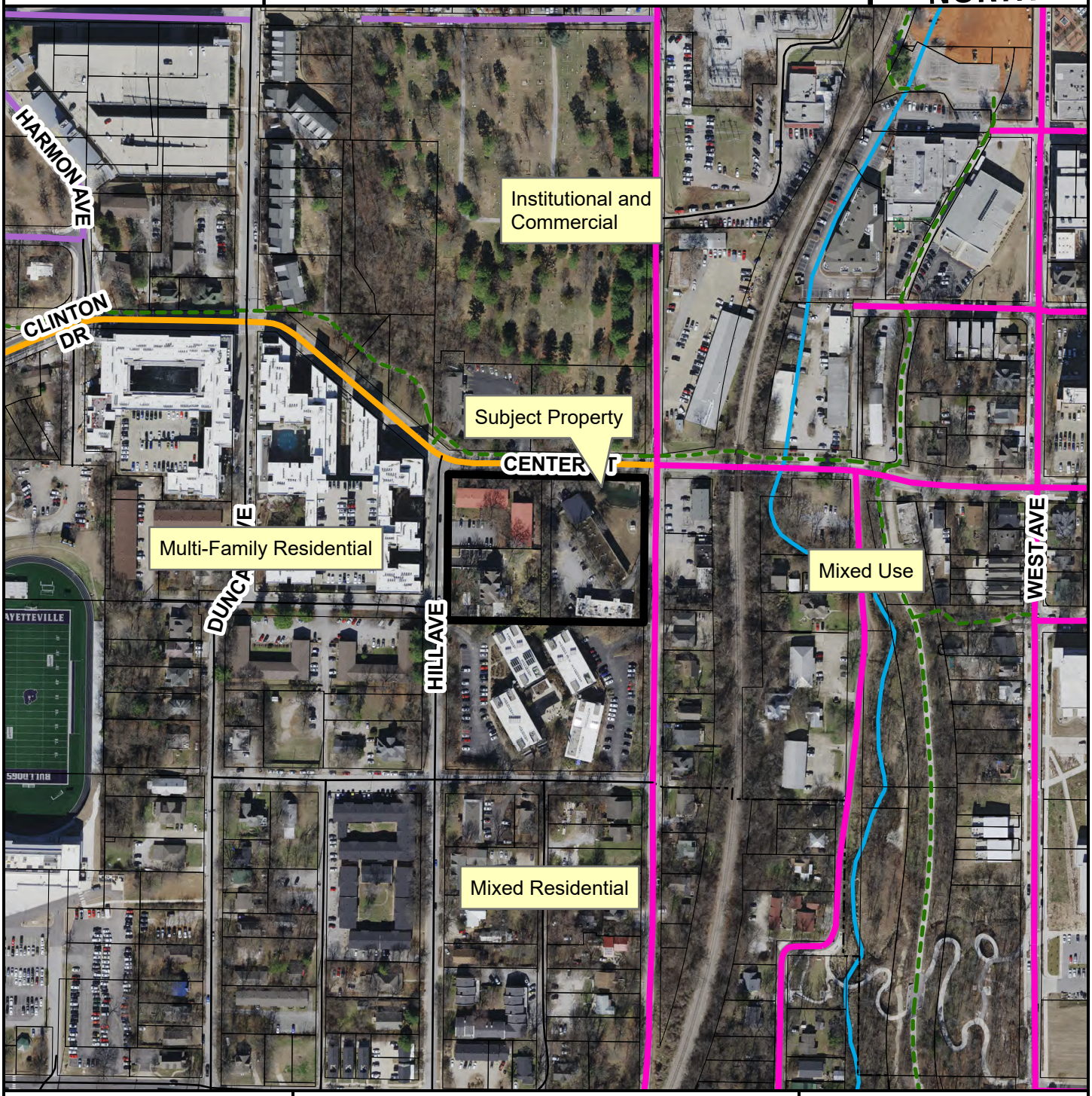
**Total 2.8 ac**

RZN-2025-0011

*Current Land Use*

# 12 S. HILL AVE

NORTH




- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

**FEMA Flood Hazard Data**

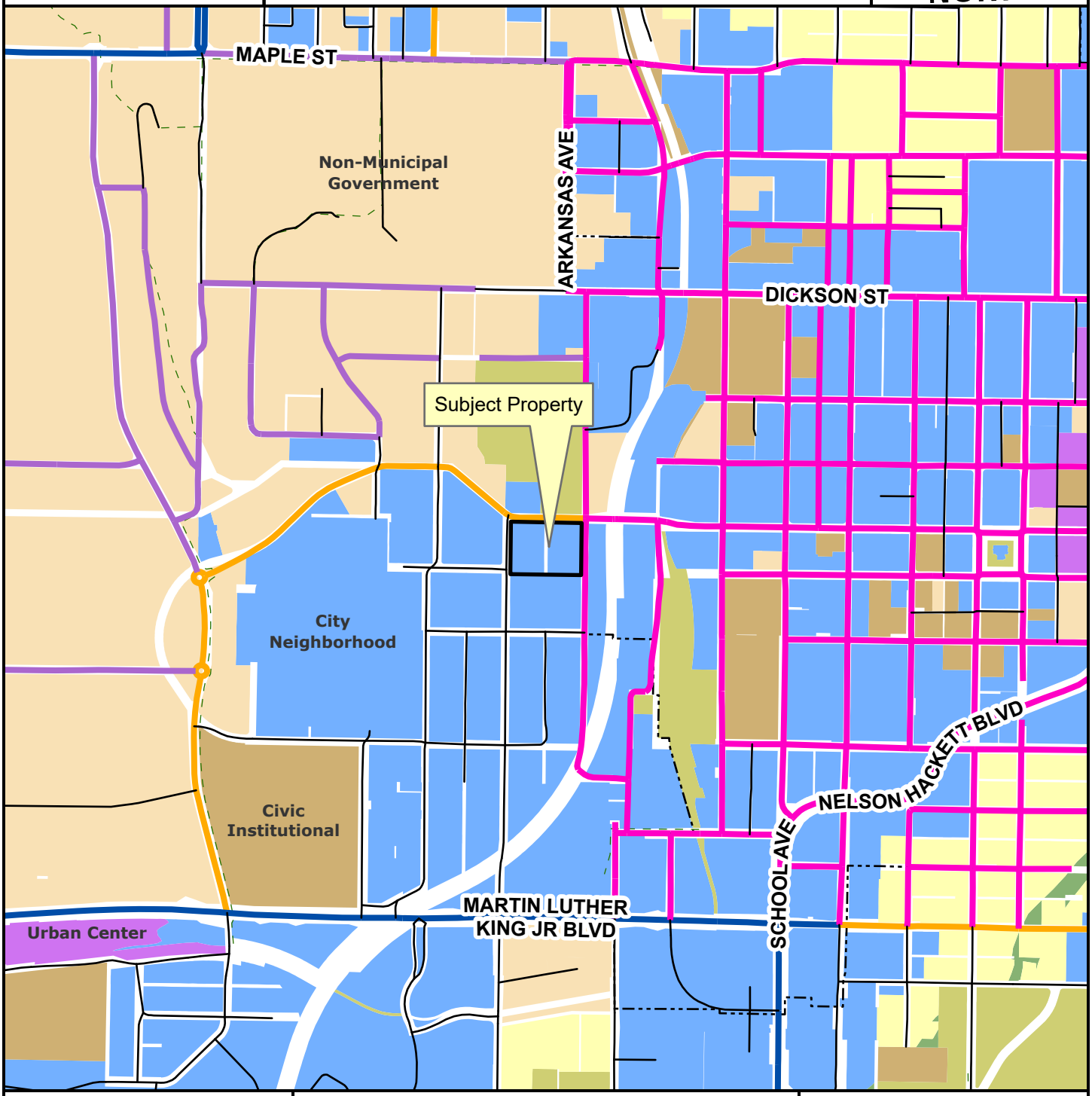
- 100-Year Floodplain
- Floodway

RZN-2025-0011

*Future Land Use*

# 12 S. HILL AVE

NORTH




Neighborhood Link
Institutional Master Plan
Regional Link - High Activity
Urban Center
Unclassified
Alley
Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet

0 305 610 1,220 1,830 2,440

1:10,000

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center